

# **The New Jersey State Parole Board**

## **COMMUNITY RESOURCE CENTER PROGRAM**

### **Bid Specifications**

**Issue Date: August 18, 2014**

***Submit Proposals to:***

**Leonard Ward, Director**  
**Divisions of Parole and Community Programs**  
New Jersey State Parole Board  
P.O. Box 862  
Trenton, New Jersey 08625

**Physical Location for Express Mail or Hand-Deliveries**

Central Office  
171 Jersey Street  
Building 1  
Trenton, NJ 08611

**Submission Deadline: Monday, October 20, 2014 at 3:00 p.m.**

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# **ATTACHMENT A**

## **State of New Jersey, Department of the Treasury, Bureau of Purchase and Property, Standard Terms and Conditions**

**A copy of the standard terms and conditions governing this procurement can be downloaded from the web site for the State of New Jersey, Department of the Treasury, Division of Purchase and Property, listed below:**

<http://www.state.nj.us/treasury/purchase/forms/pbst.pdf>

# **ATTACHMENT B**

**Community Resource Center Program Notice of  
Availability of Grant Funds as Published in the  
New Jersey Register**



# **PUBLIC NOTICE**

## **CORRECTIONS** **NEW JERSEY STATE PAROLE BOARD** **NOTICE OF AVAILABILITY OF STATE FUNDS**

State Grant in Aid Funding – Community Resource Center (CRC) Program

Take notice that the New Jersey State Parole Board hereby announces the availability of State funds for the provision of Community Resource Center Program services:

- A. Name of Program:** Community Resource Center Program
- B. Purpose:**  
To provide assessments, programming, employment, cognitive behavioral therapy, supportive services and social services referrals for adult male and female adult offenders under the supervision of the New Jersey State Parole Board, including offenders receiving a sentence requiring Community Supervision for Life and Parole Supervision for Life; young adult male and female offenders under the supervision of the Juvenile Justice Commission; adult male and female offenders under the supervision of the Administrative Office of the Courts; and adult male and female offenders under other forms of community supervision as approved by the applicable supervising agency and the New Jersey State Parole Board. Services shall include, but not be limited to: intake/orientation, assessments, treatment planning, offender supervision, educational services, vocational/employment services, substance abuse education and referrals to licensed treatment providers, community service, independent living skills, family counseling, mental health assessments and referrals, nutrition/meals, transportation and discharge planning.
- C. Amount of money in the program:**  
Total amount of available funding for Fiscal Year 2015 is approximately \$8,581,000 to be paid on a fee-for-service basis with no guarantee of a minimum. Grant funding is expected to support multiple awards with locations throughout the state as determined by the New Jersey State Parole Board. An award shall begin on or about March 1, 2015, and be made for an initial period of three years, with the option for two one-year extensions not to exceed five years in total. Funding is contingent upon State needs, availability of funds, and satisfactory contract performance. Funding estimates may vary and are subject to the Annual Appropriations Act.
- D. Procedure for eligible organizations to apply:**  
Private or public agencies, for-profit or not-for-profit organizations, or companies incorporated in or qualified to do business in the State of New Jersey may apply for funding under the Community Resource Center Program. A prior contract with the New Jersey State Parole Board does not guarantee the awarding of a new contract under this notice.
- E. Qualifications required by an applicant to be considered for funding:**  
The applicant must have a minimum of two years' experience providing services to an adult offender population. The applicant must have an appropriately licensed facility (ies) located in the State of New Jersey and must be qualified to do business in the State of New Jersey. The applicant must meet staffing, facility and other requirements as delineated in the Community Resource Center Program bid specifications and have the ability to initiate services effective on or about March 1, 2015.

Due to the high concentration of offenders being supervised in specific areas throughout the state, the New Jersey State Parole Board shall give priority, for consideration of funding, to proposed CRC Programs that are located within the geographic proximity of existing New Jersey State Parole Board District Parole Offices, parolee population concentrations, and locations with adequate access to public transportation, as follows:

<u>County</u>	<u>NJ State Parole Board District Parole Office Locations</u>
Atlantic	Atlantic City
Camden	Camden
Cumberland	Bridgeton
Essex	Newark
Hudson	Jersey City
Mercer	Trenton
Middlesex	New Brunswick
Monmouth	Red Bank
Passaic	Passaic
Union	Elizabeth

- F. Procedure for eligible organizations to apply:** Applicants interested in applying for and providing services under the Community Resource Center Program should write to the address below or call (609) 984-4609 for a copy of the program specifications. A proposal must be written, submitted and received in response to the program specifications by **3:00 p.m. on Monday, October 20, 2014.**

For information on Community Resource Center Program funding, contact:

Leonard Ward  
 Director  
 Divisions of Parole and Community Programs  
 New Jersey State Parole Board  
 P.O. Box 862  
 Trenton, NJ 08625  
 (609) 984-4609

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

The purpose of this Request for Proposal (RFP) is to solicit proposals to provide Community Resource Center (CRC) Program services.

The intent of this RFP is to award contracts to all those responsible Bidders whose proposals, conforming to this RFP, are most advantageous to the State, price and other factors considered. Currently, NJSPB has five (5) agencies under contract providing CRC Program services to 680 Supervised Offenders and seeks to expand the number of Contractors.

The State of NJ Standard Terms and Conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

### **1.2 BACKGROUND**

This is a re-procurement of Community Resource Center contracts previously bid by NJSPB. The total funding amount for all Community Resource Center Programs is approximately \$8,581,000.

Supervised Offender treatment is complex and requires consideration of various factors. Current NJ Department of Corrections (NJDOC) statistics indicate that approximately 14% of inmates are actively receiving mental health treatment and approximately 30% of inmates have a prior history of a mental health illness. In addition, approximately 35% of inmates are enrolled in a chronic care clinic for which they receive regularly scheduled care. Lastly, approximately 50% of inmates have been assessed as having a serious substance abuse problem and approximately 80% of inmates have been assessed as having a prior history of a substance abuse problem.

The NJSPB supports all efforts to provide Supervised Offenders with a continuum of supportive programs and services along with appropriate levels of case management and supervision that reduce recidivism while ensuring a positive transition and subsequent sustainability in the community reintegration process.

Finding employment after being incarcerated is an important step forward in a Supervised Offender's reintegration into the community. Employment has benefits that reach multiple levels. It allows Supervised Offenders to engage in pro-social activity by creating new roles, new routines, and new social supports that are the essence of a successful transition. It allows Supervised Offenders to provide financial assistance to their families. Supervised Offenders become taxpayers and consumers who, by spending a portion of their income, would contribute to the local economy within their communities. Finally, Supervised Offenders who are engaged in lawful work after they have returned to the community are less likely to commit new criminal offenses, thereby reducing recidivism and enhancing public safety.

Supervised Offenders contend with many barriers to securing and maintaining employment. The very nature of their status brings additional challenges, including the social stigma associated with criminal convictions, significant fines and court costs, and rigid reporting requirements. These complex circumstances have the potential to impact initial employment, threaten sustained employment, and endanger successful community reintegration. In order for employment to be a protective or resiliency factor against continued criminal activity, the employment itself must be maintained over time. Employment practitioners recognize this concept as job retention, or positive attachment to employment over time. Data from the Office of Correctional Job Training and Placement at the National Institute of Corrections indicates that job loss is often occurring early after initial

employment is secured, primarily within the first three months. It therefore appears that there are critical windows for delivering retention services.

In an effort to reduce recidivism, costly prison admissions and to provide appropriate and effective interventions to offenders under supervision, the NJSPB is funding CRC Programs. The CRC Programs function as a graduated sanction utilized to tailor supervision to the needs of Supervised Offenders as an alternative to further incarceration as well as to provide assistance to Supervised Offenders in need of educational, employment, life skills, substance abuse counseling and other related programming. As a result of the demonstrated ability of CRC Programs to provide effective services to Supervised Offenders throughout the State and the impending expiration of contracts with existing CRC Program providers, the NJSPB is seeking proposals from Contractors capable of providing Community Resource Center Program services as outlined in this RFP.

Research demonstrates that aligning the level of intervention with the level of risk produces the greatest chance for recidivism risk reduction. The Contractor shall provide an effective assessment process which includes administering screening and assessment tools that focus on dynamic and static risk factors that are ultimately addressed in an individualized service plan.

The CRC Program is needs-driven and based upon an assessment process that is prescribed by the NJSPB. The Contractor shall develop an individualized service plan that addresses each Supervised Offender's needs with goals and objectives that are attainable within realistically determined time frames. Program services shall include, but not be limited to: life skills development; referrals to intensive drug treatment; relapse prevention education; anger and aggression reduction; job readiness skills; gang prevention and intervention; employment counseling; academic assistance; money management; future housing; and transitional support services.

Due to the high concentration of offenders being supervised in specific areas throughout the state, the New Jersey State Parole Board shall give priority, for consideration of funding, to proposed CRC Programs that are located within the geographic proximity of existing New Jersey State Parole Board District Parole Offices, parolee population concentrations, and locations with adequate access to public transportation, as follows:

<u>County</u>	<u>NJ State Parole Board District Parole Office Locations</u>
Atlantic	Atlantic City
Camden	Camden
Cumberland	Bridgeton
Essex	Newark
Hudson	Jersey City
Mercer	Trenton
Middlesex	New Brunswick
Monmouth	Red Bank
Passaic	Passaic
Union	Elizabeth

The following is current contract information for CRC Programs. Current CRC contracts utilize a graduated per-diem reimbursement design with corresponding daily rates depending upon the number of Supervised Offenders assigned to a CRC on each day of operation. The rate of reimbursement under the graduated per-diem reimbursement design has the following ranges of per-diem rates based upon the number of Supervised Offenders for which documented programming and services were provided by the CRC Program: 0-25; 26-50; 51-70; 76-100; 101-125 and 126 or more. **A graduated per-diem reimbursement design is not a**

**requirement contained within these Bid Specifications.** The rate of reimbursement for the conducting of each Level of Service Inventory – Revised (LSI-R) is also included below.

The following is current contract information for the Community Resource Center Program:

PROVIDER

ASSIGNED OFFENDERS

Behavioral Interventions, Inc. – Atlantic City 75

PER DIEM: \$89.00 (0-25); \$74.25 (26-50); \$55.00 (51-75); \$45.00 (76-100); \$39.50 (101-125); \$35.75 (126 or more).

LSI-R: \$44.50

Behavioral Interventions, Inc. – Elizabeth 75

PER DIEM: \$89.00 (0-25); \$80.00 (26-50); \$59.00 (51-75); \$47.00 (76-100); \$41.00 (101-125); \$37.00 (126 or more)

LSI-R: \$44.50

Behavioral Interventions, Inc. – Neptune 50

PER DIEM: \$90.00 (0-25); \$58.20 (26-50); \$60.00 (51-75); \$50.50 (76-100)

LSI-R: \$45.00

Behavioral Interventions, Inc. – Perth Amboy 50

PER DIEM: \$88.00 (0-25); \$58.10 (26-50); \$54.75 (51-75); \$49.25 (76-100)

LSI-R: \$44.00

Community Solutions, Inc. – Jersey City 60

PER DIEM: \$96.50 (0-25); \$67.97 (26-50); \$62.10 (51-75); \$57.55 (76-100); \$56.62 (101-125); \$52.72 (126 or more)

LSI-R: \$48.00

The Kintock Group – Newark 75

PER DIEM: \$85.00 (0-25); \$65.00 (26-50); \$55.00 (51-75); \$51.00 (76-100); \$46.00 (101-125); \$42.00 (126 or more)

LSI-R: \$42.50

The Kintock Group – Paterson

80

PER DIEM: \$85.00 (0-25); \$65.00 (26-50); \$55.00 (51-75); \$51.00 (76-100); \$46.00 (101-125); \$42.00 (126 or more)

LSI-R: \$42.50

Opportunities For All, Inc. – Hamilton

80

PER DIEM: \$102.00 (0-25); \$72.00 (26-50); \$55.00 (51-75); \$48.00 (76-100); \$31.00 (101-125); \$29.00 (126 or more)

LSI-R: \$51.00

Volunteers of America – Delaware Valley

65

PER DIEM: \$177.80 (0-25); \$116.98 (26-50); \$70.56 (51-75); \$55.56 (76-100);

LSI-R: \$65.00

TOTAL CRC CONTRACTED NUMBER:

610

### **1.3 TARGET POPULATION AND PROGRAM SIZE**

The target population for the CRC Program shall include adult male and female adult offenders under the supervision of the New Jersey State Parole Board, including offenders receiving a sentence requiring Community Supervision for Life and Parole Supervision for Life; young adult male and female offenders under the supervision of the Juvenile Justice Commission (JJC); adult male and female offenders under the supervision of the Administrative Office of the Courts (AOC); and adult male and female offenders under other forms of community supervision as approved by the applicable supervising agency and the New Jersey State Parole Board.

Each CRC Program requires the capacity to provide program services to a minimum of 50 Supervised Offenders. In order to ensure the Contractor is able to provide adequate staffing and services, the NJSPB will guarantee minimum reimbursement at the applicable per-diem rate for 40 participants on each day of program operation (Monday-Saturday). **A graduated per-diem reimbursement design is not a requirement contained within these Bid Specifications.**

All CRC Programs are required to conduct a Level of Service Inventory-Revised (LSI-R) on all referred Supervised Offenders and a STABLE-2007/ACUTE-2007 and STATIC-99 if the Supervised Offender is a sex offender. Other risk assessment instruments may be authorized by the NJSPB for future implementation which will become a requirement upon the provision of sixty (60) days advance notice by the NJSPB to the Contractor. This shall also include Supervised Offenders referred to the CRC Program solely for the conducting of a validated risk assessment instrument authorized by the NJSPB.

The NJSPB will assign all Supervised Offenders to the CRC Program and approve the assignment of all Supervised Offenders from other referring agencies including the AOC, JJC and any additional agencies responsible for offender supervision as provided under interagency agreements between the NJSPB and the

referring agencies. Separate billing vouchers will be submitted for those agency populations at the same rate of reimbursement as provided for with respect to NJSPB Supervised Offenders.

The NJSPB reserves the right, at its own discretion, to remove and transfer Supervised Offenders that have previously been referred to the Contractor's program facility at any time. Should there be a need for the Contractor to reduce staff or services for any reason, such reduction must have the written approval of the NJSPB.

#### **1.4 PROGRAM LENGTH OF STAY**

Supervised Offenders assigned to the CRC Program are required to participate in the program for an appropriate time period up to 90 days unless otherwise stipulated by the NJSPB or as determined by the Supervised Offender's progress in the program.

The Contractor shall be reimbursed on a per diem basis for Supervised Offenders who are assigned to the CRC Program. The Contractor shall not be reimbursed for Supervised Offenders who have been discharged from the program or who have reached their maximum expiration date while assigned to the CRC Program.

## **2.0 DEFINITIONS**

The following definitions will be part of any contract awarded as a result of these Bid Specifications.

**Absences** - Unauthorized Supervised Offender non-attendance for the programming day.

**Addendum** – Written clarification or revision to this RFP issued by the NJSPB.

**Administrative Expenses** - Administrative expenses include non-program costs such as the salaries and fringe benefits of the company president, human resources personnel, accounting, information technology, the depreciation expense for equipment and space used in administration, as well as supplies, utilities, etc.

**Administrative Office of the Courts (AOC)** – Under the direction of a Judge serving as an Administrative Director reporting to the Chief Justice of the New Jersey Supreme Court, agency responsible for the management of the courts including the Civil Division, Criminal Division, Family Division, Information Technology Office, Municipal Court Services Division, Probation Services – Child Support, Probation Services – Supervision and Judicial Education.

**All-Inclusive Hourly Rate** – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Amendment** – A change in the scope of work to be performed by the Contractor.

**Assigned** – A Supervised Offender assigned to a Community Resource Center Program for attendance on either a full-time or an outpatient basis. The mere assignment of a Supervised Offender to the Community Resource Center Program does not guarantee any minimum payment to a Contractor without verification of the Supervised Offender's actual program attendance.

**Attend** – A Supervised Offender's verified participation in the Community Resource Center Program including, but not limited to, on-site physical attendance at the facility, established telephone contact with the Supervised Offender, and off-premises reporting assignments.

**Attachment** – Documents referred to within these Bid Specifications and noted as Attachments.

**Bidder** – An individual or business entity submitting a proposal in response to this RFP.

**Bid Specifications** – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the NJSPB.

**Chairman** – The Chairman of the NJSPB.

**Community Programs Division** – The Division within the NJSPB that shall provide direction and monitoring for this contract.

**Contract** – This RFP, any addendum to this RFP, and the Bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** - The Bidder awarded a contract resulting from this RFP.



**Correctional Facilities** – All institutions operated by state and county authorities to which offenders are committed under sentence as adults that shall also include all jails and contracted facilities where sentenced offenders may be housed.

**Court Orders** – Any orders, judgment or opinions issued by a court of competent jurisdiction or any stipulations, agreements or plans entered into in connection with litigation that govern the operation management or maintenance of the facility or facilities or relate to the care and custody of parole violators in the facility or facilities, whether currently existing or as may be rendered in the future.

**CRC** – The Community Resource Center Program.

**D.P.O.** – A District Parole Office of the NJSPB.

**D.P.S.** – A District Parole Supervisor of the NJSPB.

**Education** - An active engagement in educational activity / pursuit.

**Employment** - An active engagement in full- or part-time verifiable employment.

**Evaluation Committee** – A committee established by the NJSPB to review and evaluate proposals submitted in response to these Bid Specifications and to recommend a contract award to the Chairman of the NJSPB.

**Evidence-Based Practice (EBP)** - Recent research efforts based upon meta-analyses that have provided the criminal justice field with much-needed information about how to better reduce offender recidivism. This research indicates that certain programs and intervention strategies, when applied to a variety of offender populations, reliably produce sustained reductions in recidivism.

**Exhibit** – Documents referred to within these Bid Specifications and attached as Exhibits.

**Facility or Facilities** – The physical location from which the Contractor operates the program(s).

**FTR** – Failure to Return.

**Firm Fixed Price** – A price that is all-inclusive of direct costs and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

**Individualized Service Plan**- The case plan or documentation prepared and maintained by the Contractor on each Supervised Offender that reflects progress or lack of progress in addressing established program goals and objectives.

**Inmate** – An offender who has received a court-ordered sentence requiring confinement in the care and custody of the United States Bureau of Prisons, State Department of Corrections, county correctional facility or any other appropriate jurisdiction.

**JJC** – The Juvenile Justice Commission.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**Level of Service Inventory – Revised (LSI-R)** – The validated risk assessment instrument currently utilized by the NJSPB.

**May** – Denotes that which is permissible, not mandatory.

**Medical Inactive Status (MIS)** – Any Supervised Offender either receiving direct medical treatment or having a family member or significant other receiving medical treatment that precludes attendance at the CRC Program for more than three consecutive (3) days must be placed in MIS. The Contractor shall not receive financial reimbursement from the NJSPB for Supervised Offenders in MIS until the Supervised Offender is again capable of participating in the CRC Program.

**Mentor** – A person entrusted to provide leadership and direction for an offender to contribute to their efforts at successful reentry.

**N.J.A.C.** – New Jersey Administrative Code.

**N.J.S.A.** – New Jersey Statutes Annotated.

**NJSPB** – New Jersey State Parole Board.

**NJSPB Representative** – The NJSPB staff member assigned as liaison or designee to the Contractor's program.

**Notice** – An official written communication between the NJSPB and the Contractor, or to such other persons as either party may designate in writing. All notices shall be delivered in person, via e-mail or by certified mail with return receipt specified or facsimile transmission with confirmation notice.

**Off-Site Activity (OSA)** – Any activity involving a Supervised Offender assigned to participate in the CRC Program that takes place away from the CRC Program facility that is authorized by the CRC Program or the supervising agency on a day in which the Supervised Offender would normally be required to attend the CRC Program facility.

**Off-Site Activity (OSA) Verification** – A process or system that provides adequate proof to the NJSPB that any supervised offender engaged in an OSA did, in fact, participate in, report to, or attend any such OSA.

**One-Stop Career Center** – A New Jersey Department of Labor and Workforce Development facility.

**Orientation** – The first fourteen (14) day period following the arrival of the Supervised Offender at the CRC Program during which initial assessments and programming are provided.

**Parolee** – An offender under the supervision of the NJSPB.

**Parolee Employment Placement Program (PEPP)** – A joint initiative between the NJSPB and NJ Department of Labor and Workforce Development designed to provide employment preparation, placement and retention for the benefit of parolees with concurrent goals of gainful employment and recidivism reduction.

**Parole Violator** – An offender under the supervision of the NJSPB who has seriously and/or persistently violated a condition(s) of parole.

**Parolee Volunteer Initiative (PVI)** – An offender under NJSPB supervision who participates in approved volunteer activities, some of which may be participation in an approved off-site activity.

**Participate** – The full-time engagement, interaction, involvement and communication with respect to each assigned Supervised Offender.

**Per Diem Rate** – The all-inclusive cost per Supervised Offender, per day, which the Contractor bills the NJSPB.

**Placement Case** – A Supervised Offender who does not have a current approved residence of record and requires a temporary living arrangement.

**Program Intervention** – An operation conducted by the NJSPB and/or the Contractor to ensure the integrity, security, and orderly operation of the CRC Program.

**Project** – The undertaking or services that are the subject of this RFP.

**Quality Control** - Activities and procedures in place to assure contract compliance, program fidelity, and public safety for staff, Supervised Offenders, and community.

**Reasonable Suspicion** - an objectively justifiable suspicion that is based upon specific facts or circumstances.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the NJSPB as identified herein.

**Service Date** – The date the facility or facilities become(s) operational and provides services to Supervised Offenders as set forth in these Bid Specifications.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a proposal as non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**Small business** – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue, Small Business Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one of the three following categories: (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III).

**Staffing Matrix** - A table indicating allocation of personnel, including name, title, and hours necessary for adequate coverage of projected workload; updated and submitted monthly.

**State** – The State of New Jersey.

**Subcontractor** – An entity having an arrangement with a State Contractor, whereby the State Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Supervised Offender** – An individual offender who is subject to the parole jurisdiction of the New Jersey State Parole Board and who has been released on parole; an offender who is otherwise subject to supervision by the NJSPB including Parole Supervision for Life and Community Supervision for Life; a young adult offender over the age of 18 years released on parole who is under the supervision of the Juvenile Justice Commission and is referred for services pursuant to an Agreement with the NJSPB; and an offender under the supervision of the Administrative Office of the Courts who is referred for services pursuant to an agreement with the New Jersey State Parole Board.

**Task** – A discrete unit of work to be performed.

**Test of Adult Basic Education (TABE)** - a diagnostic test used to determine a person's skill levels and aptitudes.

**Throughputs** - The flow of Supervised Offenders through the CRC Program: Admissions + Discharges.

**Transaction** - The payment or remuneration to the Contractor for services rendered or products provided to the State pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

**Unexcused Absence** – Any non-reporting of an offender on a scheduled reporting day to the Community Resource Center Program facility and/or an approved scheduled off-site activity.

**Urinalyses** – A substance testing via standardized industry-accepted methodology.

**Young Adult** – An offender over the age of 18 years who is under the supervision of the Juvenile Justice Commission

### **3.0 SCOPE OF WORK**

The Bidder's response shall constitute the scope of the agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this proposal and addressed by subsequent amendments and policies.

The Bidder agrees to perform all acts and services and comply with all duties and promises as described in these Bid Specifications.

The NJSPB agrees to perform all acts and services and comply with all duties and promises as described in these Bid Specifications.

The Contractor shall indicate its ability to operate a facility or facilities capable of providing the services outlined in these Bid Specifications.

The Contractor shall initiate and adhere to clinical intervention practices that are consistent with the principles of Evidence-Based Practice (EBP). This includes the administering of assessment tools upon intake to measure risk, determining individual case planning strategies, and identifying individualized needs. A service delivery model based upon individualized risk and needs assessment results shall be implemented to ensure that high-risk offenders identified through the conducting of a validated risk assessment instrument receive more intensive and additional services. Conversely, low-risk offenders shall receive less intensive services. The Contractor shall administer programming through a cognitive behavioral modality, or minimally, cognitive programming skills should be implemented within other modalities. Criminogenic targets shall be addressed in programming. Clinical supervision practices and mechanisms to provide staff feedback shall be in place upon contract award to maintain program fidelity on an ongoing basis.

Upon receipt of a properly executed Release of Information form, the NJSPB will provide the Contractor with copies of classification material in the possession of the NJSPB which include the Judgment of Conviction, Pre-Sentence Investigation, Level of Service Inventory-Revised (provided one has been conducted), applicable psychological report(s) and medical form.

The NJSPB will assign a staff member(s) to each program that will be responsible for supervising the offenders under NJSPB supervision assigned to each facility and reviewing their progress in the program. The NJSPB shall provide Division of Parole contact information with respect to offenders under the supervision of the NJSPB. Contact information for all Supervised Offenders from other referring agencies shall be provided by the appropriate supervising agency. The NJSPB representative or representative of the agency responsible for the offender's supervision will be responsible for ensuring that the Contractor receives classification material for each Supervised Offender assigned to the Contractor's facility.

The Contractor shall seek the approval of the NJSPB or agency responsible for the offender's supervision regarding all facets of the CRC Program including, but not limited to: Supervised Offender admission decisions, assessments, advancement within the CRC Program, disciplinary sanctions and a determination as to whether the Supervised Offender shall be discharged from the CRC Program.

The Contractor shall provide verification that each facility in which it is proposing to provide program services has been accredited by either the American Correctional Association (ACA) or the Commission on Accreditation of Rehabilitation Facilities (CARF). If the proposed facility is not accredited by either ACA or CARF at the time of proposal submission, the Contractor shall have eighteen (18) months from the contract effective date to obtain either ACA or CARF accreditation. The NJSPB reserves the right to impose liquidated damages and/or terminate any contract with any Contractor who has not either achieved accreditation

through ACA or CARF or within eighteen (18) months from the contract effective date or has failed to maintain said accreditation during the term of the contract with the NJSPB.

Any Contractor required notification shall be delivered in person, via e-mail or by certified mail with return receipt specified or facsimile transmission with confirmation notice.

### **3.1 HOURS OF OPERATION**

The Contractor shall ensure that each CRC facility is open six (6) days per week to include 9:00 a.m. to 7:00 p.m. Monday through Friday and 9:00 a.m. to 12:00 p.m. on Saturday. The Contractor's CRC Program facility shall be closed on all legally-recognized State holidays. The NJSPB shall provide the Contractor with a complete listing of all legally-recognized State holidays within fourteen (14) calendar days of Contract award. There shall be no reimbursement for the holidays that the CRC Program facility is closed. Other than for an emergency situation (e.g. plumbing and heating problem), prior NJSPB approval is required for any non-holiday in which the CRC facility shall be closed.

If a State of Emergency is declared by the Governor of the State of New Jersey requiring the closure of all State Offices with the exception of essential employees, the CRC Program shall be closed. In such instances, the CRC Program shall be reimbursed at the applicable per diem rate for 25 offenders.

The Contractor shall have trained case management staff on the premises at all times (including evenings and weekends) to provide a minimum of two (2) five (5) hour segments of programming each day Monday through Friday from 9:00 a.m. to 2:00 p.m. and from 2:00 p.m. to 7:00 p.m. to accommodate all Supervised Offenders, including those who have valid reasons (employment, school, verified illness, etc.) to require scheduling flexibility to support their programming needs. Sessions that were missed due to illness, lateness, and/or other valid reasons may be scheduled to best accommodate each Supervised Offender's individual programming requirements. However, it is understood that scheduled programming shall ensure that all Supervised Offenders receive required program services. Saturday programming shall occur from 9:00 a.m. to 12:00 p.m.

### **3.2 PROGRAM SERVICES OVERVIEW**

The Contractor shall provide specific programming/training in the areas of:

- Job Skills, Employment Search and Placement Counseling
- Job Coaching and Retention Following CRC Program Completion;
- Life Skills Training;
- Family Services and Support;
- Substance Abuse Education and Referrals;
- Drug and Alcohol Monitoring;
- Stress and Anger Reduction;
- Computer-Supported Educational and Vocational Programs;
- Special Needs; and
- Sex Offender Counseling Services (if Contractor is proposing to provide this service);

The Contractor shall provide all training materials to be utilized for the required programming as stated in this section for review by the NJSPB.

The Contractor is responsible for ensuring that programs and services as outlined in these Bid Specifications are reflected in the daily schedule, and that the integrity of the schedule is maintained at all times. Delivery of programming and instruction may not be postponed due to staff resource issues. The Contractor shall develop

internal procedures to ensure the delivery of programs and services by qualified staff in the event of staff absences/resignations, through the use of substitute staff and/or appropriate learning curriculum and material (i.e. educational DVD's, educational workbooks).

### **3.3 JOB SKILLS, EMPLOYMENT SEARCH AND PLACEMENT COUNSELING**

The Contractor shall develop a curriculum to address the securing of employment for Supervised Offenders requiring employment assistance services. The curriculum shall address the following employment-related objectives in a continuum of services that shall include, at a minimum:

Pre-employment and job readiness skills:

- Discuss barriers and employment restrictions;
- Define and discuss the skills that are critical to competent performance of work tasks and behaviors, including punctuality, attitude, work ethic, appropriate attire, and honesty;
- Discuss realistic expectations of the work culture;
- Developing resumes, identifying and incorporating transferrable skills;
- Completing job applications, using a letter of explanation;
- Using Employment Kiosks and Online Job Applications;
- Preparing for the interview, role playing the incarceration speech;
- Discuss the benefits of hiring someone with a criminal background;
- Coach Supervised Offenders about employer incentives such as Work Opportunity Tax Credit, Federal Bonding;
- Entrepreneurship and how to become self-employed; and
- Registration at New Jersey Department of Labor and Workforce Development (NJLWD) One-Stop Career Centers.

Employability Skills:

- Written and Verbal Communication;
- Budgeting and Financial Literacy;
- Computer Literacy;
- Numeracy; and
- Critical Thinking and Problem Solving.

Job Placement:

- Match the Supervised Offender's interests and skills to jobs that meet legal and supervision requirements;
- Encourage entry level positions that match career interests; and
- Utilize Apprenticeship Programs.

The Contractor shall assess the Supervised Offender's occupational interests and skills utilizing a career assessment inventory such as the O\*Net Interest Profiler, Career Scope, Barriers to Employment Success Inventory, etc. The Contractor shall use this assessment to develop an individualized employment plan, inclusive of short term and long term employment goals, and action steps necessary to attain these goals, which shall guide the participant's progress through the employment curriculum. The Contractor shall conduct periodic reviews of the service plan, noting the extent to which the Supervised Offender is meeting program expectations.

A final employment discharge plan shall begin no later than fourteen (14) calendar days prior to program completion. The employment discharge care plan shall address the Supervised Offender's educational and employment goals that were identified during the assessment processes, any progress toward those goals,

and staff recommendations. The final employment discharge plan shall include a plan to support retention and advancement.

The Contractor shall establish and maintain activities to develop, locate, and secure job openings for Supervised Offenders. These activities shall include:

- Initiating and maintaining ongoing personal contacts with a variety of business and industry representatives, job placement/training agencies, and the local One-Stop Career Center to promote Supervised Offender placement;
- Explaining the benefits of hiring ex-offenders to employers, including addressing the employer's special needs;
- Researching the internet, newspapers, agencies, and other resources for job leads; locating jobs for Supervised Offenders who have successfully completed educational and vocational training programs;
- Referring qualified Supervised Offenders to employers and conduct necessary follow-up when applicants are placed in positions;
- Collecting data from employers related to job orders including job requirements and skills;
- Conducting ongoing Reviews of Labor Market Information; and
- Participating in outreach and recruitment activities by coordinating and attending job fairs.

All Supervised Offenders shall attend a minimum of twenty (20) hours of employment training during the first fourteen (14) calendar days after entering the program and shall continue to be trained as needs dictate. In addition, Supervised Offenders whose case records indicate they have special needs in this area, including but not limited to individuals with a poor prior employment history, shall be exposed to this training a minimum of an additional two (2) hours weekly for the duration of their participation in the program.

The Contractor shall adjust the schedule of program services to allow employed Supervised Offenders to participate prior to or following the completion of their scheduled working hours.

High risk or unemployed Supervised Offenders may be mandated to report to the CRC Program six (6) days per week or attend additional programming sessions as determined by program staff in consultation with the NJSPB representative or representative of the agency responsible for the offender's supervision.

The Contractor is encouraged to apply for and become certified as a test site for the National Work Readiness Credential. The Contractor should assist Supervised Offenders in obtaining this credential as part of its job readiness curriculum.

The Contractor shall ensure that each Supervised Offender is registered with the Jobs4Jersey.com website operated by the NJLWD.

The Contractor shall ensure that each Supervised Offender that is employed while enrolled in the CRC Program completes an arrival and departure telephone contact call to the CRC Program from the employment location. The telephone contact call shall be documented, in writing, by the Contractor and serve to account for the Supervised Offender's whereabouts when not physically at the CRC Program and serve as verification of an off-site activity to authorize payment by the NJSPB.

The Contractor shall comply with all Parolee Employment Placement Program (PEPP) provider agencies under contract by the NJLWD and participate in the referral process of Supervised Offenders to PEPP provider agencies.



The Contractor shall provide to the NJSPB and each Supervised Offender a description of the curriculum for the program, a schedule listing the number of hours that each program is to be provided in a six (6) day week, and a detailed description of the staff and staff credentials that shall be assigned to provide this service.

The Contractor should strive to meet or exceed a 40% employment placement rate for Supervised Offenders capable of gaining employment into a full or part-time position or an appropriate occupational training program.

### **3.4 JOB COACHING AND RETENTION FOLLOWING CRC PROGRAM COMPLETION**

Upon discharge from the CRC Program, if a determination is made that an employed Supervised Offender is at risk for job loss and requires job coaching and retention services to maintain employment, a referral shall be made to the NJSPB Community Programs Division to receive approval to provide this program service. Supervised Offenders who may be eligible for this service include those with little or no work history and have been identified as high risk on the Education and Employment domain of the LSI-R, and those offenders who have been identified as having special needs or chronic issues that would impact their ability to retain a job. The provision of job retention programming shall be outside of CRC Program services and shall be provided on an outpatient basis.

These services shall include, at a minimum, the provision of employment support groups, developing structured intervention techniques to help the Supervised Offender learn to perform job tasks to the employer's specifications and creating a contingency plan to identify and respond to job loss triggers.

Other retention services may include:

- Implementing and monitoring the Individualized Employment Plans to meet the established appropriate goals and objectives for each Supervised Offender;
- Assisting newly employed Supervised Offenders in the orientation of the employer's policies, procedures, products, services, standards, fringe benefits and opportunities;
- Providing on-site job coaching to help Supervised Offenders adjust to their new work environment;
- Providing job retention services; targeting behavior or work conditions that are problematic to the Supervised Offender and developing a plan to reduce target behavior or remedy the situation;
- Providing counseling and guidance in the areas of: personal grooming, punctuality, communication and inter-personal skills, financial, and other areas which may affect employment
- Assisting Supervised Offenders in becoming as independent as possible on the job; and
- Providing ongoing support and assistance to employers.

The Contractor shall be compensated for all job retention case management activities that occur during the first 60 days after completion of the full CRC Program, as they pertain to the movement of a Supervised Offender into a competitive job setting and maintenance of the job, at a rate of \$15.00 per service per session.

The Contractor shall provide to the NJSPB a description of the specific job coaching and job retention programming to assist Supervised Offenders in maintaining employment that has been secured while in the CRC Program.

### **3.5 LIFE SKILLS TRAINING**

The Contractor shall provide life skills training, which shall include an assessment of problem-solving and decision-making abilities, as well as other skills, such as:

- Conversational skills;
- Respect and concern for others;
- Appropriateness in varied social settings;
- Attachments, ability to form and sustain friendships and relationships, constructive leisure and recreational activities;
- Anger and conflict resolution/reduction, impulse management, and criminality and distorted thinking ;
- Anti-social peer associations with an emphasis on reducing gang involvement;
- Cultural diversity; and
- Health, nutrition and wellness, including information and referrals to agencies that will assist Supervised Offenders enroll in Medicaid or affordable health coverage under the Affordable Care Act.

The Contractor shall provide instruction and training designed to encourage Supervised Offenders to adopt a positive, law-abiding lifestyle.

If the Supervised Offender has previously been determined by DOC to require services such as Thinking for a Change, Focus on the Victim, Moral Reconciliation Therapy, Cage Your Rage and/or Responsible Parenting, the Contractor shall review the classification material provided by the NJSPB to determine whether the Supervised Offender has completed said programs, and if not completed, provide the required program services.

Life skills training shall be based upon cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions. During the first fourteen (14) calendar days upon entering the program, Supervised Offenders shall attend a minimum of four (4) hours of this training. If additional training is required for certain Supervised Offenders, as determined by NJSPB, the Contractor shall provide subsequent training in increments of no less than two (2) hours per week for the duration of those Supervised Offenders' participation in the program.

The Contractor shall provide the Phoenix Curriculum to address the proliferation of gang activities and affiliations involving Supervised Offenders. Each Supervised Offender must have a minimum of three (3) hours of anti-gang related programming prior to discharge. The anti-gang curriculum proposed by the Contractor shall be reviewed and approved by the NJSPB prior to implementation.

The Contractor shall provide to the NJSPB and each Supervised Offender a description of the curriculum for the program, a schedule listing the number of hours that each program is to be provided in a six (6) day week, and a detailed description of the staff and staff credentials that shall be assigned to provide this service.

### **3.6 FAMILY SERVICES AND SUPPORT**

The Contractor shall maintain relationships with a comprehensive network of Family Success Centers, Family Support Organizations, human service agencies, public agencies and other community organizations in order to connect Supervised Offenders and their families with necessary services.

The Contractor shall screen all Supervised Offenders upon intake, and make referrals to community counseling and service programs deemed most appropriate to the Supervised Offender's personal, social and familial needs.

Referral services shall minimally include the following as appropriate:

- Family counseling;
- Education on domestic violence;
- Victim and trauma services;

- Family health;
- Mentoring;
- Parenting skills; and
- Child Care.

Information regarding Family Success Centers and Family Support Centers may be accessed via the following New Jersey Department of Children and Families website links:

<http://www.state.nj.us/dcf/families/support/success/>

<http://www.state.nj.us/dcf/families/support/support/>

The Contractor shall provide to the NJSPB and each Supervised Offender a description of the curriculum for the program, a schedule listing the number of hours that each program is to be provided in a six (6) day week, and a detailed description of the staff and staff credentials that shall be assigned to provide this service.

### **3.7 SUBSTANCE ABUSE EDUCATION AND REFERRALS**

The Contractor shall perform a case history review on every Supervised Offender participating in the CRC Program to determine the extent of the substance abuse problem (if any) and conduct either a Substance Abuse Subtle Screening Inventory (SASSI) or Texas Christian University Drug Screen (TCUDS) on each Supervised Offender. This assessment shall form the basis of any referral to an NJSPB Mutual Agreement Program provider under contract with the Department of Human Services, Division of Mental Health and Addiction Services.

The CRC Program should include relapse prevention education, as well as encourage in-house Alcoholics Anonymous/Narcotics Anonymous/Gamblers Anonymous (AA/NA/GA) groups.

The Contractor shall, after consulting with the NJSPB, be permitted to initiate a referral of an offender under NJSPB supervision to an NJSPB Mutual Agreement Program provider under contract with the Department of Human Services, Division of Mental Health and Addiction Services to provide outpatient substance abuse treatment services.

The Contractor shall provide to the NJSPB and each Supervised Offender a description of the curriculum for the program, a schedule listing the number of hours that each program is to be provided in a six (6) day week, and a detailed description of the staff and staff credentials that shall be assigned to provide this service.

### **3.8 DRUG AND ALCOHOL MONITORING**

The Contractor shall be required to purchase and utilize the same single random drug and alcohol testing instruments as utilized by the NJSPB. Currently, the NJSPB utilizes drug and alcohol testing products manufactured by Redwood Toxicology Laboratory. The website for Redwood Toxicology Laboratory is [www.redwoodtoxicology.com](http://www.redwoodtoxicology.com). If the NJSPB were to select another drug and alcohol testing product manufacturer, the Contractor is required to purchase drug and alcohol testing products from said manufacturer.

Each Supervised Offender shall be subjected to at least one random urine drug test conducted by the Contractor's staff members for the detection of drug usage each month. The Contractor shall test for the presence of the following drugs: cocaine, opiates, amphetamines, methamphetamines, cannabinoids, phencyclidine, suboxone, barbiturates, benzodiazepine and synthetic cannabinoids. Any positive random urine drug test shall be immediately reviewed with an NJSPB Division of Parole representative or the representative

of any other referring agency responsible for the offender's supervision- The results of all random urine drug tests shall be recorded and maintained in an electronic file listing the results of all random urine drug tests administered to Supervised Offenders. The results of each administered random urine drug test shall also be retained in each Supervised Offender's program file. The NJSPB will provide training, as necessary, to the Contractor's staff members for urine monitoring. The Contractor's staff members shall conduct random urine monitoring in accordance with NJSPB parole supervision standards.

Each Supervised Offender shall be subjected to alcohol testing provided by the Contractor via either an alcohol swab or urine test upon the identification by Contractor staff that there is reasonable suspicion to believe that a Supervised Offender is under the influence of alcohol. Any positive alcohol test shall be immediately reviewed with an NJSPB Division of Parole representative or the representative of any other referring agency responsible for the offender's supervision. The results of all alcohol tests shall be recorded and maintained in an electronic file listing the results of all alcohol tests administered to Supervised Offenders. The results of each administered alcohol test shall also be retained in each Supervised Offender's program file. The NJSPB will provide training, as necessary, to the Contractor's staff members for alcohol testing. The Contractor's staff members shall conduct alcohol testing in accordance with NJSPB parole supervision standards

### **3.9 STRESS AND ANGER REDUCTION**

The Contractor shall develop and provide a cognitive-behavioral group curriculum intended to reduce anger, violence, and emotional loss of control to those Supervised Offenders identified during the assessment process to be at risk.

The Contractor shall develop a program and exercises that shall assist Supervised Offenders in identifying personal, social and family problems related to stress.

During the first fourteen (14) calendar days upon entering the program, Supervised Offenders identified as in need of stress and anger reduction programming shall attend a minimum of four (4) hours of this training. The Contractor shall provide subsequent training in increments of no less than two (2) hours per week for the duration of the Supervised Offender's participation in the program for Supervised Offenders with documented prior convictions for assaultive behavior, restraining orders, and a history of domestic violence.

The Contractor shall provide to the NJSPB and each Supervised Offender a description of the curriculum for the program, a schedule listing the number of hours that each program is to be provided in a six (6) day week, and a detailed description of the staff and staff credentials that shall be assigned to provide this service.

### **3.10 COMPUTER-SUPPORTED EDUCATIONAL AND VOCATIONAL PROGRAMS**

The Contractor shall provide on-site computer supported educational programming for literacy, pre-General Equivalency Diploma (GED), GED, Adult Basic Education (ABE), English as a Second Language (ESL) and computer training. These programs shall be made available to all Supervised Offenders within the CRC. The goal of each program should be to become a certified GED testing site.

The Contractor shall administer the Test of Adult Basic Education (TABE) to all Supervised Offenders within twenty-one (21) calendar days of their arrival at the program facility, in order to determine each Supervised Offender's abilities in the areas of language skills, reading and math as well as to identify grade level equivalency. The Contractor shall use this assessment to assist the offender in identifying and developing long and short term educational goals, and action steps necessary to attain these goals, which shall guide the participant's progress through the program.

Each program shall be individually tailored to the Supervised Offender's educational needs and skill level. The Contractor shall have sufficient computers on site to ensure that each Supervised Offender who tests below the eleventh grade level receives, at a minimum, two (2) hours of computer training per week. Computers located within the CRC Program shall consist of desktop computers, laptop computers and/or tablets, which must be maintained and/or replaced when they become non-functional. All such devices must be connected to the Internet with appropriate content blocks to restrict access to unauthorized websites.

The Contractor shall establish direct partnerships with and provide for a referral process to the respective County Community College and local Board of Education within the jurisdiction of the CRC program, and any NJSPB/DOC offender education project(s) in effect during the term of this contract. Such an agreement may serve to ensure that Supervised Offenders receive credit for the academic work performed in the program. Distance learning services may be utilized by the Contractor to aid in the provision of this service.

The Contractor shall provide a curriculum to include continuing educational opportunities and financial aid information. The Contractor shall provide to the NJSPB a description of the curriculum for each program, a sample schedule listing the number of hours that each program is to be provided in a six (6) day week, and a detailed description of the staff and staff credentials that shall be assigned to provide this service.

### **3.11 SPECIAL NEEDS**

The Contractor shall provide programming and services that match the preferred learning style and abilities of each Supervised Offender. Consideration of gender issues, ethnicity, age, social background, mental illness (DSM-5 diagnosis), prescription medication management, sex offender, long-term medical conditions, physical and developmental disabilities, and life experiences should be incorporated into case management strategies and service delivery.

In-service training and ongoing staff development shall include issues related to these specific areas.

The Contractor shall ensure that independent living/reintegration skills are a primary consideration with respect to Supervised Offenders with special needs.

### **3.12 SEX OFFENDER COUNSELING SERVICES**

The Contractor shall advise of their ability to provide sex offender counseling services and shall provide a complete description of the curriculum and licensed and credentialed staff they will utilize to provide sex offender counseling services.

### **3.13 CLASSROOM SPACE FOR SEX OFFENDER COUNSELING**

The Contractor shall provide adequate and confidential classroom space that is approved by the NJSPB within its facility, or at an off-site location at the Contractor's expense, for utilization by any provider contracted by the NJSPB to provide sex offender counseling services for the benefit of Supervised Offenders.

### **3.14 SUPERVISED OFFENDER SUPERVISION**

Throughout the Supervised Offender's CRC Program participation, only passes approved by the NJSPB representative, representative of the agency responsible for the offender's supervision shall be utilized to authorize program absences. A pass shall be issued for structured activities, such as educational or vocational training, job search, parole reporting requirements, etc. Prior to the issuance of a pass, the CRC Program staff

shall consult with and obtain the written approval of the NJSPB representative or representative of the agency responsible for the offender's supervision.

Supervised Offenders shall be required to place contact calls to the CRC on unscheduled reporting days and as determined by staff. The CRC shall document all Supervised Offender contact calls in the Supervised Offender's case file.

### **3.15 SUPERVISED OFFENDER ASSESSMENTS AND INDIVIDUALIZED SERVICE PLANS**

The Contractor shall develop and maintain a complete system of ongoing offender risk screening/triage and needs assessments. Within the first fourteen (14) calendar days of arrival, all contracted CRC Programs shall administer at a minimum the Level of Service Inventory-Revised (LSI-R) and either the Substance Abuse Subtle Screening Inventory (SASSI) or Texas Christian University Drug Screen II (TCUDS II) to each Supervised Offender. If the Supervised Offender is a sex offender, the Contractor shall also be required to conduct STABLE-2007/ACUTE-2007 and/or Static-99 evaluations. The Contractor shall use the results of these assessments to develop an individualized service plan that shall ensure targeted and timely treatment interventions focused on criminogenic needs, and guide the participant's stay in the program. The service plan shall be inclusive of long term and short term goals, and shall be modified as needed during the Supervised Offender's stay in the program to ensure that the interventions remain consistent with the Supervised Offender's motivational stage. Evidence-based programming that emphasizes cognitive behavioral strategies shall be delivered by well-trained employees to address these needs.

The Contractor shall possess the ability to provide other assessments as required for Supervised Offenders with special needs (e.g. sex offender assessments, mental health assessments, or any other assessments mandated by the NJSPB).

The Contractor shall use these assessments to develop an individualized service plan that shall guide the participant's stay in the program. The Contractor shall conduct periodic reviews of the service plan, noting the extent to which the Supervised Offender is meeting program and parole expectations. Supervised Offenders with a documented history of substance abuse shall participate in NA/AA/GA meetings at the CRC Program facility or suitable location in the community and/or, with NJSPB consent, be referred to the Mutual Agreement Program for substance abuse treatment consisting of either outpatient, intensive outpatient or partial care.

Immediately following the assessment and orientation process, a preliminary discharge/continuing care plan shall be formulated by the Case Manager. Verbal and/or written notification to the NJSPB representative or representative of the agency responsible for the offender's supervision shall be made at all times as the discharge/continuing care plan is continuously reviewed and modified.

Progress notes and program evaluations shall be prepared by the assigned Case Manager and be available for review by the NJSPB representative or representative of the agency responsible for the offender's supervision as well as the Supervised Offender a minimum of every thirty (30) calendar days.

Supervised Offenders determined to be successful shall reflect advanced program status once they have achieved their individualized service plan goals and objectives.

Progress shall be reviewed by the assigned Case Manager and NJSPB representative or representative of the agency responsible for the offender's supervision and shared with the Supervised Offender a minimum of every thirty (30) calendar days noting any modifications or revisions. The NJSPB representative or representative of the agency responsible for the offender's supervision, the Supervised Offender, and the Case Manager shall review the service plan.

All programs, services, and opportunities shall be provided to the Supervised Offender without discrimination.

**NOTE: Assessments for placement cases (Supervised Offenders that do not have an address of record) must be completed within three business days of entry into the CRC Program.**

Each program shall have the flexibility to provide separate areas within each facility to provide individual program modules to address the specific needs of individual Supervised Offenders. The Contractor shall provide recommendations regarding each Supervised Offender's future program participation at the time of program discharge, which shall be reviewed and approved by the NJSPB or the agency responsible for the offender's supervision.

### **3.16 REASSESSMENTS**

Supervised Offenders shall be assessed at intake and upon discharge. However, the NJSPB may request that an additional assessment (s) be conducted when circumstances require it. Copies of all reassessments, revised treatment or discharge plans, and any other appropriate information and evaluations must be placed in each Supervised Offender's file at the CRC within 48 hours of completion.

### **3.17 IDENTIFICATION DOCUMENTS**

Upon admission to the CRC Program, the Contractor shall verify with each NJSPB Supervised Offender the status of their possession of identification documentation, including receipt by the Supervised Offender of any identification documents upon discharge from the New Jersey Department of Corrections. The Contractor shall assist the Supervised Offender in acquiring necessary identification documents, such as a birth certificate, social security number, State or County I.D., driver's license (if eligible), and determine whether or not the Supervised Offender meets the criteria for any entitlements: i.e., SSI, welfare, grants, etc.

The Contractor shall be required to provide financial assistance to any Supervised Offender requiring such assistance in obtaining the identification documents described above.

The Contractor shall provide a description of their plan to ensure all Supervised Offenders at the CRC Program requiring any of the above-cited identification documents are assisted with obtaining the required identification documents.

### **3.18 COMMUNITY SERVICE**

The Contractor shall participate in the NJSPB's Parolee Volunteer Initiative (PVI), which provides volunteer opportunities to Supervised Offenders. In addition, the Contractor shall provide a list of community events, service projects or community-based organizations at which Supervised Offenders may volunteer to participate. Under no circumstances shall Supervised Offenders be precluded from successful completion of the program or receive sanctions based upon participation in a community service project, or lack thereof. Participation in PVI activities are considered to be permissible off-site activities.

The Contractor may require Supervised Offenders to assist with general facility upkeep and cleaning after meals as a normal part of program participation. However, such services shall not be provided to offset the Contractor's need to adequately staff and maintain the facility. In addition, this type of activity is not considered community service.

### **3.19 MENTAL HEALTH REFERRALS**

If the NJSPB representative or representative of the agency responsible for the offender's supervision and/or CRC staff member suspects that a Supervised Offender may be affected by a DSM-5 mental health disorder and would benefit from mental health treatment services, the offender shall be referred to an appropriate community mental health treatment provider agency.

### **3.20 CASE FILES**

The Contractor shall maintain a single, centralized case file on each Supervised Offender participant of the program, which shall contain copies of all documentation pertaining to each Supervised Offender. Separate case files, whose entire contents shall be included in the centralized case file, may also be retained within distinct program operations such as medical or classification. The notation *Confidential* shall be affixed to each file or applicable section.

The Contractor shall strictly adhere to applicable local, State and federal procedures and guidelines regarding confidentiality. The Contractor shall prepare and maintain properly organized case files which include pertinent information provided by the NJSPB or the agency responsible for the offender's supervision as well as the Contractor's intake information, case assessment, individualized service/case plans, progress notes, progress reports, discharge/aftercare summary and other relevant information.

A written release of information shall be obtained from each Supervised Offender unless release is prohibited pursuant to court order, statute, or regulation. The Contractor shall have written procedures for the release of case file information to include:

- Supervised Offender's signed and dated Release of Information Form;
- Name of the person, agency, or organization to whom the information is to be released; and
- Signature of the facility employee who released the information and the date of release of information.

The Contractor shall mark all Supervised Offender records *Confidential* and store in a locked area within the staff offices which shall be accessible only to authorized facility and NJSPB staff.

### **3.21 PROGRESS REPORTS**

The Contractor shall prepare progress reports on each Supervised Offender that are available for review by the NJSPB or representative of the agency responsible for the offender's supervision that shall include the following information:

- Program goals and objectives;
- Vocational/educational/employment;
- In-house events;
- Drug/alcohol/mental health/family/life skills counseling;
- Money management;
- Community service;
- Problems/minor infractions;
- Incidents; and
- Summary.

Program staff, in consultation with the assigned NJSPB representative or representative of the agency responsible for the offender's supervision shall determine appropriate actions when there are problems (e.g.



lack of progress by Supervised Offender) and, if clinically appropriate, the Supervised Offender shall be moved to a higher or more intensive level of supervision or another program facility.

Progress reports shall be prepared every thirty (30) calendar days at a minimum to document the progression of the attainment of each Supervised Offender's goals as determined at the time of assessment. All progress reports shall follow the Supervised Offender in the event a Supervised Offender is transferred to another program facility, regardless of whether it is a CRC Program or residential program under contract with the NJSPB. It shall be the responsibility of the Contractor to provide all relevant classification material and program reports to the receiving program facility.

### **3.22 MEDICAL SERVICES**

The Contractor should provide a written plan to the NJSPB regarding the provision of access to community based medical services for Supervised Offenders participating in the CRC Program and a listing of each site, such as any hospital emergency rooms, other medical facilities, or Federally Qualified Health Centers (FQHC) in the area of the CRC Program. The Contractor shall not be responsible for payment of medical services for Supervised Offenders nor act in any manner that commits the NJSPB for payment. However, the Contractor must provide each Supervised Offender with access to community based medical services.

The Contractor shall provide immediate verbal and e-mail notice to the NJSPB Division of Parole representative or the designated representative of the agency responsible for the offender's supervision whenever a Supervised Offender is required to receive off-site medical services. When providing verbal and e-mail notification, the Contractor shall provide the Supervised Offender's name, identifying number and the date, time and location where the medical service is to be provided.

Any Supervised Offender either receiving direct medical treatment or having a family member or significant other receiving medical treatment that precludes attendance at the CRC Program for more than three consecutive programming (3) days must be placed in Medical Inactive Status (MIS). The Contractor shall not receive financial reimbursement from the NJSPB for Supervised Offenders in MIS until the Supervised Offender is again capable of participating in the CRC Program.

### **3.23 TRANSPORTATION**

The Contractor shall provide bus passes and/or other acceptable modes of transportation to Supervised Offenders requiring transportation assistance to and from the CRC Program. In addition, the Contractor shall provide transportation for Supervised Offenders to any court appointments, medical and mental health consultations, scheduled off-site events, etc. as necessary. The CRC shall not charge Supervised Offenders for this transportation assistance. Public transportation shall be the main source/mode of transportation of Supervised Offenders, although strategic van pick-up locations may be established and maintained by the CRC Program to ensure program attendance for geographic areas not served by public transportation or if the use of public transportation will not ensure timely arrival to the CRC Program.

### **3.24 SOCIAL SERVICES REFERRALS**

When deemed appropriate by the NJSPB or the agency responsible for the offender's supervision, each Supervised Offender shall be provided with access to register with the NJLWD One-Stop Operating Center and access to their on-line internet services.

When deemed appropriate by the NJSPB or the agency responsible for the offender's supervision, each Supervised Offender shall be provided with access via either telephone, internet or in-person site visit to all

other related entitlements and services including, but not limited to: the United States Veterans Administration, Social Security Administration, and the applicable County Social Services Agency.

### **3.25 FOOD SERVICES**

The Contractor shall provide a plan describing how they shall provide three (3) nutritional, well-balanced meals each day to Supervised Offenders participating in the CRC Program. Supervised Offenders shall be provided all meals free of charge. Meals shall be served at breakfast (approximately 9:00 a.m.); lunch (approximately 12:00 p.m.) and dinner (approximately 5:00 p.m.). One (1) meal consisting of breakfast shall be provided each Saturday due to a reduced three-hour schedule.

Food services may be provided either by preparing meals on-site or by subcontracting through a local provider, such as a restaurant or caterer. No staff member or Supervised Offender shall be assigned to prepare or handle food until medically cleared and instructed in the requirements for sanitation and cleanliness in the preparation and serving of food (in compliance with State and Local health regulations and sanitation codes).

The food service area must include a dining area that contains tables and benches/chairs that shall accommodate the number of Supervised Offenders served at each mealtime, whether the food is prepared on-site or brought in by a caterer. This room can be used for multiple purposes in between meals. A microwave oven shall be provided in the dining area.

The kitchen, dining room, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service and preparation areas, must meet all applicable state health regulations and Department of Community Affairs standards. Accommodations must be made for Supervised Offenders with disabilities. The Contractor shall provide a minimum square footage per Supervised Offender as set forth by the appropriate licensing authority.

For additional information regarding the space requirements of the provision of food services please refer to Section 4.12 (Food Services Area).

### **3.26 SUPERVISED OFFENDER IDENTIFICATION CARDS**

All Supervised Offenders shall be issued a laminated picture identification (I.D.) card that they shall be required to wear when engaged in program activities and common areas. Each identification card shall contain an entrance photograph, the Supervised Offender's name as determined by the NJSPB representative or representative of the agency responsible for the offender's supervision, the referring agency's name and the Supervised Offender's identification number(s). The reverse side of the identification card must contain the name and contact information of the Contractor's program.

### **3.27 EMPLOYEE IDENTIFICATION BADGES**

All Contractor employees shall wear a Contractor-issued identification badge whenever they are at work or are visiting a NJSPB staffed office within a correctional institution, program, or the NJSPB Central Office. This I.D. does not imply that the Contract employee is an employee of the NJSPB.

### **3.28 PROGRAM RULES**

The Contractor shall establish program rules for the operation of the facility, which shall be provided to Supervised Offenders in a program handbook. The Contractor shall forward a copy of all program rules and the program handbook, which shall also be available electronically, to the NJSPB. CRC Program rules shall

be subject to approval by the NJSPB and shall clearly define program violations and inappropriate behavior. A copy of the approved program handbook containing all program rules shall be distributed to each Supervised Offender, who must sign an appropriate form acknowledging its receipt. The signed acknowledgment form must be placed in the Supervised Offender's program file. Further, current/updated copies of the program handbook shall be readily available, accessible electronically and presented to the NJSPB upon request.

A system of graduated sanctions shall be employed which shall include internal program sanctions and those behaviors which shall be referred to the NJSPB representative or representative of the agency responsible for the offender's supervision for their review. No alcohol or illegal substances shall be permitted in the facility.

### **3.29 DISCHARGE PLANNING**

The Contractor shall establish and implement written policies and procedures for discharge planning services. Discharge planning services shall include, at a minimum:

- Interviewing each Supervised Offender, evaluating their needs and developing goals for aftercare services for each Supervised Offender;
- Obtaining identification document(s) that are needed (e.g. military discharge DD214 Document, birth certificate, social security card). The Supervised Offender shall be required to sign a document verifying receipt of the identification document(s);
- Making referrals to community provider agencies and resources for aftercare services not provided directly by the program to provide a continuum of care for the Supervised Offender;
- Linking the Supervised Offender with support groups such as AA/NA/GA and requesting representatives of support groups to accompany Supervised Offenders to support group meetings following discharge;
- Identifying the period of time for completing each Supervised Offender's discharge plan;
- Identifying the period of time that may lapse before a re-evaluation of each Supervised Offender's discharge plan is performed; and
- Utilizing a team approach in discharge planning.

### **3.30 DISCHARGE/CONTINUING CARE PLAN**

Supervised Offenders may not progress within the CRC Program unless significant accomplishments have been demonstrated as outlined in their individualized service plans, such as regular attendance, program participation, program and parole compliance, working diligently toward the completion of individual goals, the securing of employment skills and obtaining gainful employment.

Following the assessment process, a preliminary discharge/continuing care plan shall be formulated by program staff (e.g. Case Manager) with input from the following: the Supervised Offender, the NJSPB representative or representative of the agency responsible for the offender's supervision and the Supervised Offender's family members or significant others, whenever possible. The plan shall be updated at thirty (30) calendar day intervals.

The Case Manager is responsible for the final preparation of the discharge/continuing care plan. Preparation of the final discharge/continuing care plan which shall begin no later than fourteen (14) calendar days prior to program completion. The discharge/continuing care plan shall address the Supervised Offender's needs and/or problems that were identified during the assessment and reassessment processes.

The Supervised Offender's current progress, inclusive of short and long-term goals that have been discussed with the Supervised Offender, as well as recommendations for appropriate resources for the Supervised Offender's continued success under program supervision, shall be documented.

The discharge/continuing care plan shall address:

- Recommendations to address needs in the community specified as to each need, with contact number and name of individual for each area identified;
- Housing address and contact person, including instances of placement in a homeless shelter;
- Personal support systems listed with name and contact number;
- Public support resources (welfare, social security, veteran services, homeless shelters, etc.); specified as to each need, with contact number and name of individual for each area identified;
- Family reunification services, with contact number and name of individual for each area identified including provisions for situations involving restraining orders;
- Substance abuse treatment needs and referrals/agencies, specified as to each need, with contact number and name of individual for each area identified;
- Mental health treatment needs and referrals/agencies, specified as to each need, with contact number and name of individual for each area identified;
- Employment obtained while housed at the CRC Program and provisions for maintaining employment following completion of the CRC Program; and
- Appropriate social service program referral for any Supervised Offender with unresolved issues and/or needs that could not be addressed in the program at the time of discharge.

The Contractor shall ensure that at the time of program completion, adequate resources and provisions are in place that addresses the Supervised Offender's identified needs and supervision requirements.

### **3.31 FORWARDING OF DISCHARGE/CONTINUING CARE PLAN**

At the time of discharge, all assessments, service plans, and discharge/aftercare plans shall be forwarded to the supervising office within the NJSPB, JJC or AOC on the date of discharge.

The NJSPB representative or representative of the agency responsible for the offender's supervision will review the discharge/continuing care plan and advise the Contractor of any required modifications.

### **3.32 EARLY DISCHARGE**

The Facility Program Director shall provide immediate written notice to the NJSPB representative or representative of the agency responsible for the offender's supervision of those Supervised Offenders who are eligible for early discharge from the program for their review and determination regarding the possibility of early discharge. Supervised Offenders eligible for early discharge must have achieved the following:

- An excellent attendance and participation record without incident;
- Obtained their GED or nearing completion of GED ( if required);
- Full/part-time employment, full/part-time student or acceptable combination of both;
- Demonstrated a positive adjustment in the community or as otherwise determined by the NJSPB; and
- Secure required identification documents.

The NJSPB or agency responsible for the offender's supervision may direct that an offender be discharged at any time during their CRC Program participation. The Contractor must consult with the supervising agency to determine if the discharge shall be considered a successful discharge.

### **3.33 EXTENDED LENGTH OF CRC PROGRAM PARTICIPATION**

The CRC Program shall provide written documentation to the NJSPB regarding Supervised Offenders that have been enrolled in the CRC Program for 90 days or greater and every 30 days thereafter. The CRC Program has the option to request an extension to the length of each Supervised Offender's required participation in the program, for a mutually agreed upon time frame, to aid them in their successful reintegration into the community. All requests for extension of a Supervised Offender's CRC Program participation must be approved by the NJSPB. The NJSPB may also extend the length of program participation as a special condition of parole at the time of parole release or at any time during the period of parole supervision.

### **3.34 CONDUCTING OF RISK ASSESSMENTS (NON FULL-TIME CRC PROGRAM PARTICIPANTS)**

In addition to the requirement that a risk assessment instrument identified by the NJSPB be conducted with respect to all Supervised Offenders referred to complete the full CRC Program (i.e. up to 90 days' participation), the Contractor shall also make provisions to conduct a Level of Service Inventory – Revised (LSI-R), STABLE-2007/ACUTE-2007 and/or Static-99 or other risk assessment instrument authorized by the NJSPB for parolees referred to the CRC Program for this sole purpose. This is not to be construed as a referral to the CRC Program for additional services and is a separate process from parolees who have been referred to the CRC Program as a special condition of parole requiring CRC Program participation. The Contractor shall ensure that staff administering the LSI-R, STABLE-2007/ACUTE-2007 and/or Static-99 or other risk assessment instrument authorized by the NJSPB is trained and certified to administer said instruments. The Contractor shall ensure that staff are re-certified in the conducting of all risk assessment instruments every two (2) calendar years, and that internal quality assurance practices are put in place to monitor the quality of the assessments on an ongoing basis.

Following the completion of the applicable risk assessment instrument, the original document shall be immediately provided to the NJSPB representative at the CRC facility. Following the submission of complete and legible documentation of completion and subsequent verification by the NJSPB, the Contractor shall be compensated for the conducting of the risk assessment at the following rates:

- \$40.00 for the conducting of an LSI-R evaluation;
- \$50.00 for the conducting of STABLE-2007/ACUTE-2007 and Static-99 evaluations; and
- \$25.00 for the conducting of a Static-99 evaluation only;

### **3.35 LOGBOOK – SIGN IN/OUT**

The Contractor shall provide and maintain a logbook that shall be utilized and maintained on a daily basis for visitors to the facility. The Contractor shall provide access to its visitor logbook to the NJSPB at any time, upon request.

### **3.36 SPECIALIZED PROGRAMS**

The NJSPB may propose additional requirements or elect to allow deviations from requirements delineated in Section 3.0 (Scope of Work) when required to meet the needs of specialized parole populations or when the Contractor has proposed specialized program designs. The NJSPB shall not be required to accept such proposals and may establish additional conditions as necessary to safeguard its interests.

## **4.0 FACILITY AND PROPERTY**

### **4.1 FACILITY/CONFORMANCE TO CODE**

The Contractor shall own or shall lease the facility or facilities.

The Contractor's proposal shall identify an available facility or facilities where the CRC Program shall be operated. The Contractor's facility or facilities shall conform to all zoning laws, building codes, licensure requirements, other laws, and other criteria that may be required under all applicable municipal, county, and state regulatory agencies. Any plans for facility or facilities' renovations shall conform to the standards including, but not limited to:

- American Correctional Association standards;
- Commission on Accreditation of Rehabilitation Facilities standards;
- Americans with Disabilities Act;
- New Jersey Department of Health and Senior Services standards; and
- New Jersey Department of Community Affairs standards.

### **4.2 CONTRACTOR'S FAILURE TO REPAIR**

If the NJSPB acquires notice of Contractor's failure to comply with its obligations regarding maintenance, repair or replacement within the facility or facilities or property therein, it will so notify the Contractor in writing. The Contractor shall promptly comply with its obligation to maintain the facility or facilities in good repair and perform corrective action within a reasonable time period. The Contractor shall advise the NJSPB of the period of time required to make the necessary facility repair(s). The NJSPB will advise the Contractor of the acceptance or rejection of the Contractor's timeframe to complete the required facility repair(s).

If the Contractor fails to effect said maintenance, repair or replacement promptly or as otherwise designated in said notice, the State may, but is not obligated to, make the repair per applicable code requirements and withhold the expense of such maintenance, repair, or replacement from amounts due the Contractor.

### **4.3 FACILITY MAINTENANCE, SANITATION AND HOUSEKEEPING**

The Contractor shall be responsible for the maintenance of all property of any nature whatsoever located at the facility or facilities and keep all property in good condition (with replacement where necessary, subject to normal wear and tear) at no cost to the NJSPB. The Contractor shall implement a preventive maintenance program to maintain the facility or facilities and all property contained therein.

The Contractor must provide and maintain a safe and sanitary environment for Supervised Offenders and must perform a documented review of housekeeping, sanitation and safety services at least annually. The Contractor must provide adequate ventilation in accordance with applicable licensing requirements and adhere to the standards established by the applicable licensing authority regarding lighting and electricity. The Contractor must develop and implement written objectives, policies, a procedural manual, an organizational plan, and a quality assurance program for housekeeping, safety and sanitation within fourteen (14) calendar days of the service commencement date and provide a copy of all documentation to the NJSPB upon request.

Auxiliary power source generators must be on site and maintained properly for use as emergency backups to provide basic power needs to maintain basic facility operations including lighting, heat, air conditioning, food services, running water and security.

#### **4.4 UTILITIES AND TAXES**

The Contractor shall pay all taxes associated with the CRC Program and utility costs of the facility or facilities including, but not limited to, water, gas, sewerage and electric.

#### **4.5 LEASE AGREEMENTS AND FACILITY LICENSES**

The Contractor shall provide the NJSPB with copies of all lease and/or occupancy agreements and licenses for each facility, as applicable.

#### **4.6 FIRE EXTINGUISHERS**

The Contractor must provide a minimum of two (2) fire extinguishers in the basement, at least one on each floor of the building and as required in kitchen areas by Department of Community Affairs rules and regulations. All fire extinguishers must bear the Underwriters Laboratories seal.

#### **4.7 AUTOMATIC FIRE ALARM SYSTEM AND SMOKE DETECTORS**

The Contractor shall provide smoke detectors throughout each facility, and must be in accordance with all applicable sections as mandated by all applicable State and Federal guidelines.

The Contractor shall comply with requirements that all alarm systems are connected to a full-time fire station, police station or other approved agency. The Contractor must comply with requirements that all detectors for self-closing doors, windows, and shutters are connected to fire alarm systems. The Contractor must ensure that air-handling systems are provided with smoke detectors and that all detectors are hardwired and connected to a fire alarm system.

#### **4.8 PROGRAM ADMISSION**

The Contractor shall provide an area designated for the processing of Supervised Offenders. The admissions area shall be equipped with a metal detector and/or metal wand and a means of documenting attendance electronically (i.e. identification (ID) card validation, iris scanner, palm scanner, etc.).

The admissions process for each Supervised Offender shall include the completion of an intake form containing such information as the Supervised Offender's name; SBI/ state prison number; date of admission and projected release date; home address; date of birth; race or ethnic origin; sex; whom to notify in an emergency and any special medical requirements.

#### **4.9 BATHROOMS**

The Contractor must ensure that working toilets and sinks, accessible from a common corridor, are available on each floor utilized by Supervised Offenders. The Contractor must make toilet facilities available in accordance with the applicable licensing authority.

#### **4.10 DAY ROOM(S)**

The Contractor must provide a day room or rooms for communal activities such as studying, writing, and reading. The day room(s) shall be equipped with tables and chairs, sofas, bookcases, television and DVD player. The Contractor shall also have reading materials in these areas for Supervised Offenders' use.

#### **4.11 COMPUTER LAB/EDUCATIONAL CLASSROOM(S)**

The Contractor must provide adequate classrooms to meet the educational and other required CRC Program services. The classrooms shall consist of adequate space to accommodate the total number of assigned participants; be fully furnished with desks and chairs; be equipped with computers and other appropriate learning tools; and be supplied with paper, erasers, pencils, etc. Appropriate temperature controls must be maintained to prevent the overheating of computer equipment.

The Contractor is responsible for providing classrooms that can accommodate up to 50% of the total number of Supervised Offenders at full capacity. The Contractor must provide a scheduling matrix describing proposed classroom activities that will occur in educational classrooms and the computer lab that also contains a description of how they shall cycle Supervised Offenders through these activities in order to accommodate them in consideration of other required CRC programming.

#### **4.12 FOOD SERVICES AREA**

The Contractor shall provide a plan describing how they shall provide three (3) nutritional, well-balanced meals every day to offenders participating in the CRC Program. One (1) meal consisting of breakfast shall be provided on Saturday.

Food services may be provided either by preparing meals on-site or by subcontracting through a local provider, such as a restaurant or caterer. The Contractor shall ensure that all staff and Supervised Offenders are medically cleared and instructed in the requirements for sanitation and cleanliness before they are allowed to handle food. The Contractor may utilize Supervised Offenders to assist with the serving of meals.

The food services area must include a dining room that contains tables and benches/chairs, which shall accommodate the number of Supervised Offenders served at each mealtime, whether the food is prepared on-site or brought in by a caterer.

The kitchen, dining room, food storage area, equipment, appliances, furnishings and cabinetry, as well as all food service and preparation areas, must meet all applicable state health regulations and Department of Community Affairs standards. Accommodations must be made for Supervised Offenders with disabilities. The Contractor shall provide a minimum square footage per Supervised Offender as set forth by the appropriate licensing authority.

#### **4.13 OFFICE SPACE**

The Contractor shall provide adequate and secured office space for the NJSPB representative. A minimum of a desk, chair, weapons' lock box, file cabinet with lock and key, access to a computer with Wireless Fidelity (WiFi) internet access and telephone shall be made available to the NJSPB representative at all times.

#### **4.14 ADDITIONAL OFFICE SPACE AT CRC PROGRAMS IN ATLANTIC AND UNION COUNTIES**

The Contractor shall provide additional office space at the respective Community Resource Center Program locations in Atlantic and Union Counties for use by NJSPB Division of Parole staff.

This space, set aside from Community Resource Center Program operations by a wall with separate access and egress, will have one (1) enclosed office, four (4) desks for NJSPB Division of Parole staff, and a point of entry position. The entry door will have an electronic lock and entry mechanism activated from the point of entry position. The Contractor shall allow NJSPB Information Technology Unit to have access to this site



location for the purposes of installation of required equipment and technological devices for NJSPB Division of Parole staff as outlined in Section 4.16 (Technology).

The Contractor shall incorporate the provision of the above contractual requirements into their bid response and include same in their per diem rate for CRC Program services. At these two locations, the provision of this office space is to be considered normal CRC Program operations.

#### **4.15 EMERGENCY OPERATIONS**

The Contractor may be required to provide access for regular offender reporting due to emergency situations affecting the operation of any local NJSPB Division of Parole District Parole Office.

Any offender under NJSPB supervision that is required to report to the CRC Program for regular offender reporting shall generate compensation to the Contractor of \$10.00 for each offender reporting to the CRC Program each day during emergency operations.

#### **4.16 TECHNOLOGY**

The Contractor shall provide a secured data closet and rack space for the sole use of NJSPB technology equipment. The rack must be at least a 24U rack with the following dimensions: Height at least 48"; Width equal to 24"; Depth at least 43". The Contractor shall provide two (2) separate electrical circuits within one (1) foot of the Contractor's provided rack space to be used exclusively for NJSPB technology equipment.

The NJSPB technology equipment requires an end-to-end single vendor wiring solution that is certified, tested and adheres to SoNJ Treasury standards (See Exhibit B – Schedule A: Telecommunications) in connecting data closet, rack space, and equipment in office space.

At the discretion of NJSPB, the Contractor shall facilitate and/or provide the following services for the exclusive use of NJSPB employees:

- Facilitate installation of a Garden State Network (GSN) network connection;
- Facilitate installation of SoNJ phone / fax service;
- Facilitate installation of a wireless data network;
- Provide business class internet service with a minimum speed of 20 mbps from a commercial provider (cable or FiOS); and
- Provide business class phone/fax service and equipment from a commercial provider.

As needed, the NJSPB may provide and install the following technology equipment for the exclusive use of NJSPB employees:

- Personal computers and laptops;
- Printers, scanners, and multi-function printers;
- Network routers, switches, firewalls, and wireless access points; and
- Server equipment.

#### **4.17 TELEPHONE ACCESS**

The Contractor shall develop and implement written policies and procedures that provide Supervised Offenders with reasonable access to a telephone, as necessary, for CRC Program-related matters. The Contractor shall not financially charge Supervised Offender's for telephone usage.

## **5.0 SUPERVISED OFFENDER INFORMATION**

### **5.1 SUPERVISED OFFENDER RIGHTS AND RESPONSIBILITIES**

The Contractor shall ensure that upon admission to the facility, all Supervised Offenders receive a program handbook containing written program policies and procedures regarding their rights and responsibilities while at the CRC Program.

The Facility Program Director shall also personally provide all Supervised Offenders and/or their families, upon request, with the address and telephone number(s) of the appropriate NJSPB representative or representative of the agency responsible for the offender's supervision(s) where complaints may be lodged.

### **5.2 DISCRIMINATION**

The Contractor shall not subject any Supervised Offender to discrimination in any manner relating to his/her program participation on the grounds of age, race, religion, disability, national origin or sex or deprive them of any constitutional, civil and/or legal rights to which they are entitled.

### **5.3 ACCESS TO AGENCY REPRESENTATIVE**

The Facility Program Director shall post the location and telephone number(s) of the NJSPB representative(s) or representative of the agency responsible for the offender's supervision in conspicuous locations throughout the facility.

## **6.0 CONTRACT EVALUATION AND MONITORING**

### **6.1 QUALITY ASSURANCE PLAN**

The Contractor shall develop a written plan for a quality assurance program for Supervised Offender care within thirty (30) calendar days of contract award. The quality assurance plan shall be reviewed and approved by the NJSPB at least annually and revised as necessary. The plan shall specify a timetable and each individual responsible for coordinating the quality assurance plan and shall provide for the ongoing monitoring of staff, Supervised Offender services and programs.

The Contractor shall form a committee responsible for the direction of the quality assurance plan. The committee shall include representation from the administrative staff. The committee shall establish a mechanism to include participation of all disciplines in the identification of areas for review that affect Supervised Offender care throughout the facility.

### **6.2 QUALITY ASSURANCE ACTIVITIES**

The Contractor shall maintain an ongoing process for monitoring and evaluating Supervised Offender programs, staffing, housekeeping, sanitation, safety, maintenance of physical plant and equipment, facility security and program interventions, evaluation of Supervised Offender satisfaction with CRC Program services, release planning services, food services, medical services, pre-employment, educational, recreational and volunteer services.

Copies of all reports listing activities/actions taken by the Contractor in response to quality assurance findings shall be maintained and available for immediate review by the NJSPB.

The Contractor shall have an internal program grievance process and procedures in place that may be utilized by all Supervised Offenders which shall be reviewed by the NJSPB. The NJSPB will advise the Contractor of any required modifications to its internal grievance procedures. The Contractor shall present any modifications to its grievance process to the NJSPB for review and approval within seven (7) business days of NJSPB notification of required modifications.

The Contractor shall, as part of the intake process, provide each offender with a copy of the process for filing an internal program grievance and the contact information for their respective facility representative responsible for providing a response to the grievance.

All grievances shall be read and logged in within twenty-four (24) hours of receipt. A written acknowledgement of receipt to the originating party (ies) and a determination of any action taken in response to the grievance shall be returned to the Supervised Offender within three (3) business days of receipt of the grievance.

Each program facility shall maintain a written log listing all grievances that have been filed. Copies of individual grievances shall be retained in each Supervised Offender's file and provided to the NJSPB upon request. Responses to all grievances shall be noted in the log and, when appropriate, any action reports issued shall be attached to the log.

The Contractor shall comply with all quality assurance requirements to receive and maintain their accreditation issued by either the American Correctional Association or the Commission on Accreditation of Rehabilitation Facilities.

### **6.3 PROGRAM AUDITS, INSPECTIONS AND VISITATIONS**

The NJSPB has the right to monitor, search, audit, inspect and evaluate the Contractor's program (s) and facility or facilities at any time.

The Contractor shall permit announced and unannounced site visits by the NJSPB and/or any agency selected by the NJSPB to monitor, audit and/or inspect the Contractor's program and facility or facilities at any time without prior notification. If warranted, the NJSPB may impose liquidated damages as outlined in RFP Section 12.16 (Liquidated Damages).

The Contractor shall maintain a drug-free facility and shall conduct random program interventions to detect the presence of drugs and drug paraphernalia a minimum of once per month and/or as requested by the NJSPB. The results of all program interventions conducted by the Contractor shall be documented and provided to the NJSPB.

The Contractor shall ensure that, upon intake, each Supervised Offender signs an acknowledgement form advising them that their person and/or property are subject to a search by the Contractor's staff members at any time.

The NJSPB has the authority to establish additional standards of operation in each facility provided such standards are reasonable and a proper amount of time is afforded to implement such standards.

The Contractor shall, during regular business hours, make available to the NJSPB and/or any agency selected by the NJSPB any financial, statistical, program information and other records and data relating to the Contract services and expenditures necessary for audit and/or inspection purposes.

Following program monitoring by the NJSPB, a written report of non-compliance items shall be forwarded to the Contractor within ten (10) business days of program monitoring. The Contractor shall be required to respond, in writing, providing time frames for corrective actions to be completed. This response is to be submitted within fifteen (15) calendar days of receipt of the NJSPB's program monitoring report.

The NJSPB may determine that a non-compliance issue(s) warrants immediate corrective action steps be taken at the same time as the notice of non-compliance and may take all actions as deemed necessary and appropriate. Examples requiring immediate corrective action include, but are not limited to: the public safety of the community, the security of the facility, and the health and welfare of Supervised Offenders and/or the Contractor's staff members.

When the Contractor receives a written notice of non-compliance, the Contractor shall take corrective action by the date specified or request a date extension and present a plan of corrective action. This request and action plan shall be submitted in writing to the NJSPB.

The NJSPB will respond in writing to the Contractor's request and action plan within fifteen (15) calendar days of receipt. However, the NJSPB may verbally reject the Contractor's request and plan at any time if the non-compliance issue(s) relates to the security of the facility and/or health and/or safety of the Supervised Offenders, facility staff or the community.

If the Contractor fails to take corrective actions by the deadline stipulated by the NJSPB, the State may suspend program intake until the facility is deemed by the NJSPB to be in compliance.

The NJSPB reserves the right to terminate the Contract if the Contractor fails to take corrective actions by thirty (30) calendar days following the deadline imposed by the NJSPB.

## **7.0 OPERATIONS OF FACILITY**

### **7.1 ASSIGNMENT OF SUPERVISED OFFENDERS**

The NJSPB is responsible for the assignment of Supervised Offenders to the CRC Program. The approval of the NJSPB shall be required for Supervised Offenders referred by the AOC and JJC, as provided under interagency agreements between the NJSPB and the AOC and the NJSPB and the JJC.

The Contractor shall not have the option of refusing the admission of any Supervised Offenders assigned to the CRC Program by the NJSPB.

### **7.2 POLICY AND PROCEDURAL MANUAL**

Within fourteen (14) calendar days prior to service commencement, the Contractor shall provide the NJSPB with a written policy and procedural manual, which shall contain policies and procedures for all services to be rendered by the Contractor in accordance with the established criterion as well as an Employee Code of Conduct. The manual shall establish the policies and procedures the Contractor shall follow in all areas covered by these Bid Specifications and any other established NJSPB policies and procedures. The manual will be reviewed and approved by the NJSPB and approval will not be unreasonably withheld. Any alteration, amendment, modification, revision, or supplement shall be forwarded to the NJSPB for review and approval. Upon approval by the NJSPB, the Contractor shall implement the provisions of said manual throughout the term of the contract.

### **7.3 SAFETY AND EMERGENCY PROCEDURES**

The Contractor shall submit written emergency evacuation and disaster preparedness plans to the NJSPB on or before fourteen (14) calendar days prior to the service date which shall be subject to the review and approval of the NJSPB.

The Contractor shall train all personnel in the implementation of emergency procedures such as instruction in the event of a fire, how to use firefighting equipment and facility evacuation within fourteen (14) calendar days of their initial employment. Emergency training is to be included in annual refresher training given to all personnel and all training is to be documented for compliance. The Contractor shall communicate emergency and evacuation procedures, including diagrammed evacuation routes, to each new Supervised Offender upon arrival with documented verification that each Supervised Offender has been advised of these and all other procedures.

The Contractor shall submit, as part of the policy and procedural manual for the prevention of fire, safety inspections, maintenance of fire alarm and smoke detection systems, fire evacuation drills, evacuation plans, a procedure to report job-related injuries, and provisions for testing equipment to maintain essential lighting, power and communications on or before fourteen (14) calendar days prior to the service commencement date.

The Contractor shall develop and submit to the NJSPB, in writing, any other emergency and control plans upon written request by the NJSPB.

### **7.4 REFERRALS FOR MEDICAL CARE**

The Contractor should provide a written plan to the NJSPB regarding the provision of access to community based medical services for Supervised Offenders participating in the CRC Program and a listing of each site, such as any hospital emergency rooms, other medical facilities, or Federally Qualified Health Centers (FQHC)

in the area of the CRC. The Contractor shall not be responsible for payment of medical services for Supervised Offenders nor act in any manner that commits the NJSPB for payment. However, the Contractor must provide each Supervised Offender with access to community based medical services.

## **7.5 FIRST AID**

All staff of the Contractor shall be trained and annually certified in first aid and Cardio Pulmonary Resuscitation (CPR). The Contractor shall be required to provide appropriate first aid to Supervised Offenders injured or who become ill while in the program.

The Contractor shall maintain a stocked first aid kit within each facility and shall have a stocked first aid kit to accompany the Contractor's staff members during all off-site program activities (e.g. transport to off-site social service appointments). The first aid kits shall contain protective materials (such as surgical gloves) in order to perform first aid in a safe and proper manner. The Contractor shall establish a procedure to monitor and replenish all first aid kits.

## **7.6 PROGRAM ACTIVITY REPORT**

The Contractor shall provide, within two (2) business days after the close of each month, and on a form prescribed by the NJSPB, the following information:

### **Throughputs**

#### *Performance Indicators:*

- Number of Admissions;
- Number of Discharges (by category: successful, disciplinary, abscond, administrative, medical); and
- Monthly tabulation of Throughput:  
 $\text{Starting Population} + \text{New Admissions} - \text{Discharges} = \text{Ending Population}$

### **Absences**

#### *Performance Indicators:*

- Total number of absences (by category: authorized and unauthorized absences); and
- Number of attended days + Number of absences = Number assigned.

### **Urinalyses**

#### *Performance Indicators:*

- Number of urines taken (to reflect evidence that each Supervised Offender has had at least one UA per month, i.e., number should be at least 50 / number of Supervised Offenders assigned to facility);
- Number of positive urines;
- Substances revealed in UAs; and
- Number of positives [divided by] Number of total urines taken = "Rate of use".

## **Employment**

### *Performance Indicators:*

- Number employed;
- Number actively seeking employment;
- Number engaged in On-the-job training (OJT) / vocational training;
- Number referred to PEPP;
- Number referred to employment retention services at CRC; and
- Number of parolee participants in SPB Volunteer Initiative.

## **Education**

### *Performance Indicators:*

- Number attending community college or other educational partnership;
- Number in GED / remedial education;
- Number of GED tests taken;
- Number of GED tests passed;
- Number of TABES taken at Admission; and
- Number of TABES taken at Discharge for those enrolled.

## **Community Referrals**

### *Performance Indicators:*

- Number of referrals to outpatient substance abuse counseling;
- Number of referrals to outpatient mental health counseling; and
- Number of referrals to family services and support.

## **Staffing Matrix**

### *Performance Indicators:*

- Monthly matrix is submitted;
- Personnel changes are reported within 48 hours;
- Number of staffing vacancies and plan / efforts under way to fill each vacancy; and
- Number of current employees [divided by] Number of required employees (as per bid/contract) = "staffing sufficiency %".

## **Quality Control**

### *Performance Indicators:*

- Written quality control plan is in place;
- A quality control committee is in place, meets monthly, and documents its findings; and
- Ten (10) % of all current files are reviewed in-depth by quality control committee for compliance.

## **7.7 DISCIPLINE**

The Contractor shall identify prohibited acts and develop rules and regulations as well as standards for an easy-to-understand point system or a similar system that shall quantify the Supervised Offender's participation and progress in the CRC Program.

Supervised Offenders shall be given a copy of each facility's program rules, regulations and the point system standards and shall be verbally instructed regarding them during the orientation process. Supervised Offenders shall be asked to acknowledge, in writing, that they received and understand the rules, regulations and standards.

The Contractor may make a recommendation to the NJSPB or the agency responsible for the offender's supervision to remove a Supervised Offender from the program.

As a component of an offender's supervision, the NJSPB may utilize electronic monitoring or Global Positioning System (GPS) tracking to account for the location of Supervised Offenders who are assigned to the CRC Program as appropriate. However, the Contractor is not required to provide such services.

If the Contractor determines that an emergency situation exists and a Supervised Offender is a danger to himself and/or others and the NJSPB representative or representative of the agency responsible for the offender's supervision cannot immediately remove the Supervised Offender from the facility, then the Contractor shall telephone 911 to request that the local police department be dispatched to the CRC Program facility and then notify the NJSPB or the agency responsible for the offender's supervision immediately.

## **7.8 VIOLATIONS AND/OR UNUSUAL INCIDENTS**

The Contractor shall immediately notify the NJSPB representative or representative of the agency responsible for the offender's supervision of all major program violations and/or unusual incidents occurring within the CRC Program. The Contractor in consultation with the NJSPB or the agency responsible for the offender's supervision shall establish a procedure by which the NJSPB Parole Officer or representative of the agency responsible for the offender's supervision, if assigned to the facility, will respond to such notification promptly. In the event of a major program violation occurring after hours or in the absence of a Parole Officer or representative of the agency responsible for the offender's supervision at the facility, the Contractor shall immediately contact the Central Communications Unit (CCU) who shall, in turn, contact the designated NJSPB or agency responsible for the offender's supervision on-call supervisory staff. In cases of emergency requiring an immediate law enforcement response, the Contractor shall telephone 911 to request that the local police department be dispatched to the CRC Program and report the emergency in addition to notifying CCU and the NJSPB or the agency responsible for the offender's supervision. The Contractor shall e-mail and/or fax copies of required notifications to the NJSPB or the agency responsible for the offender's supervision. E-mail and/or fax notifications shall be sent as soon as possible but no later than twelve (12) hours after the occurrence of the violation during the routine business day, and by noon of the next business day following a weekend or holiday. A full incident report shall be submitted as soon as possible but no later than one business day, twenty-four (24) hours after the occurrence of a violation. Any additional procedures required by each agency responsible for the offender's supervision shall be provided to the Contractor within fourteen (14) working days of notification of contract award.

Such violations and/or unusual incidents may include but need not be limited to:

- Violence or threat of violence involving any Contractor's staff member or other Supervised Offender(s) at the CRC Program;
- Death/serious injury of a Supervised Offender;
- Arrest of a Supervised Offender or any indication that any law enforcement agency has an interest in or is seeking a Supervised Offender as a witness or a suspect;
- Supervised Offender assault on an employee, volunteer, intern or visitor;
- Supervised Offender assault on another Supervised Offender;



- Possession of illegal contraband by the Supervised Offender;
- Presence of illegal contraband within the facility;
- Any criminal act committed or alleged to have been committed by a Supervised Offender or any other person while on the premises;
- Any assault or attempted assault involving the use of a weapon;
- Death or serious injury to any employee, volunteer, intern or visitor;
- Employee strike or other job action or threat thereof;
- Employee demonstration;
- Supervised Offender disturbance, threatening or harassing behavior;
- Vandalism of property by a Supervised Offender;
- Fire, explosion or natural disaster;
- Any incident that seriously affects the normal operation of the facility or has significant impact upon the program; and
- Any incident that may result in negative public reaction.

### **7.9 PROGRAM VIOLATIONS**

The Contractor shall immediately notify the NJSPB or the agency responsible for the offender's supervision of violations consisting of program infractions deemed less serious in nature by the NJSPB than the infractions enumerated in Section 7.8 (Violations and/or Unusual Incidents), and, unless chronic in nature, typically result in in-house disciplinary actions. Program violations shall be documented by the Contractor's staff members in the Supervised Offender's file within the contracted facility and a copy provided to the NJSPB or the agency responsible for the offender's supervision.

The Contractor shall employ informal disciplinary procedures for minor violations of the program and shall assign graduated sanctions, where appropriate.

### **7.10 WRITING INCIDENT REPORTS FOR UNUSUAL INCIDENTS AND/OR PROGRAM VIOLATIONS**

The Contractor's staff members shall participate in training sponsored by the NJSPB on writing incident reports, the reporting of unusual incidents and/or program violations. The Contractor shall complete an incident report outlining each incident using the following guidelines:

- Contractor's staff that observes an incident or has first-hand knowledge of the incident shall complete and sign the incident report. Contractor's staff shall attach any documentation regarding the incident, e.g. sign in/out sheet, logbook entries, and signed rules and regulations pertaining to each incident;
- Contractor's staff shall list all witnesses to each incident;
- Contractor's staff shall provide all physical evidence, giving specific detailed information;
- Contractor's staff shall provide a description of each alleged violation, giving as much detailed information as possible that pertains to each incident and including only the facts involved in each incident;
- If a Supervised Offender is removed from the CRC Program, the Contractor shall provide an incident report, discharge summary, and any supporting documentation at the time of discharge to the NJSPB representative, specified NJSPB Division of Parole supervisory staff, or the agency responsible for the offender's supervision. In instances when the incident report and discharge summary are not provided to the Parole Officer or law enforcement agent who is removing a Supervising Offender, the Contractor shall immediately provide a copy of the incident report via e-mail or facsimile transmission to the appropriate individual(s) at the NJSPB or representative of the agency responsible for the offender's supervision as directed by the NJSPB or the agency responsible for the offender's supervision; and

- Contractor's staff shall fully cooperate with the NJSPB or the agency responsible for the offender's supervision by providing any and all additional information regarding the incident and by presenting live testimony whenever it is deemed necessary by the NJSPB or the agency responsible for the offender's supervision.

### **7.11 ACCOUNTABILITY**

In order for the Contractor to be reimbursed by the NJSPB for the full per-diem rate for services rendered, the Contractor must have an electronic management recording system that will provide daily activity summaries for all Supervised Offenders receiving and participating in on-site CRC Program services. At a minimum, the Contractor's electronic management recording system shall provide the NJSPB with the number of hours of programming and a description of daily CRC Program services for which the Supervised Offender has participated.

The Contractor shall establish an electronic data collection process for validating attendance on-site at the CRC Program (e.g. identification - ID card validation, iris scanner, palm scanner, etc.). Simple paper sign-in sheets shall not constitute sufficient proof of a Supervised Offender's attendance on-site at the CRC Program.

With the exception of limited exigent circumstances that have been approved by the NJSPB, a Supervised Offender that is not participating in an approved off-site activity is required to be on-site at the CRC Program for a minimum of three (3) hours per day in order for the Contractor to be reimbursed at the full per-diem rate for services rendered. If the Supervised Offender is not on-site at the CRC Program for the required three (3) hours of programming, the Contractor shall be reimbursed at a rate of 50% of the Contractor's per-diem rate. The Contractor shall provide, in a format approved by the NJSPB, documentation to support each Supervised Offender's daily attendance at the CRC Program.

The Contractor's CRC Program Director or designee is responsible for approving all off-site activities and providing proof of notice (e.g. e-mail) to the NJSPB Division of Parole Representative assigned to the CRC Program. Said notice shall contain supportive documentation attesting to the CRC Director's approval and subsequent verification of arrival, attendance, participation, and completion of any such off-site activity, which shall be included with the billing invoice submitted to the NJSPB Fiscal and Administrative Services Unit (FASU) for consideration of payment.

In order to document and verify the Supervised Offender's actual presence at any off-site activity, the Contractor shall provide each Supervised Offender with a technological device capable of providing Global Positioning System (GPS) tracking report verification. GPS tracking technology shall be utilized to ensure time frame and geographic verification of the Supervised Offender's presence at any off-site location. This process must include the ability to provide documented verification (e.g. paper printouts) of the actual GPS geographic location to include time tracking for each Supervised Offender participating in an off-site activity.

The Contractor shall be reimbursed for any off-site activity at a rate of 50% of the Contractor's per-diem rate.

A Supervised Offender's full-time daily employment does not constitute a viable reason for compensation for employment as an off-site activity unless it is a new position gained while assigned to the CRC Program. If it is a new position gained while the Supervised Offender is assigned to the CRC Program, the first three (3) days of employment shall qualify for compensation as an off-site activity. All other Supervised Offenders engaged in full-time daily employment would be considered outpatient Community Resource Center/group counseling referrals and compensation to the Contractor would be in accordance with Section 3.4 (Job Coaching and Retention Following CRC Program Completion).

All Supervised Offenders engaged in part-time employment must meet the mandatory minimum number of program hours (3 hours) in order for the Contractor to receive compensation at the full per-diem rate. Otherwise, the verification process and compensation for off-site activities would apply.

The Contractor shall ensure that no more than ten (10) Supervised Offenders are engaged in any off-site activities on the same day.

Submission for payment for all off-site activities must include, at minimum:

- Properly executed approval for off-site activity form;
- Copy of e-mail notice to NJSPB Division of Parole Representative and response from NJSPB Division of Parole Representative; and
- Verifying documentation.

With respect to offenders under the supervision of the JJC and AOC, the Contractor shall only be reimbursed by the NJSPB for services provided on-site at the CRC Program facility. There shall be no payment to the Contractor for any off-site activities for offenders under JJC and AOC supervision. The maximum combined total number of offenders under JJC and AOC supervision enrolled in the CRC Program at any period of time shall be ten (10).

Upon review and/or audit, if the Contractor can produce no documentation to verify a Supervised Offender's on-site presence at the CRC Program or documentation of a Supervised Offender's attendance at an off-site activity, the NJSPB shall not be responsible for financial reimbursement to the Contractor. The NJSPB FASU shall be the final arbiter of the determination as to whether the Contractor has provided sufficient documentation to authorize payment for all CRC program activities, which includes services provided at the CRC Program facility and at any off-site location. If the NJSPB FASU has made the determination that the Contractor has not provided sufficient documentation of attendance, the NJSPB FASU shall deny payment and/or recover any payments previously made to the Contractor.

The Contractor shall provide, on demand by the NJSPB FASU, full access to all records, files and personnel requested to all properly identified NJSPB FASU field representative(s) upon written request or during any CRC Program visit.

The Contractor shall be responsible for establishing a system of accountability for Supervised Offenders assigned to the CRC Program utilizing a graduated response system. The Contractor must make a documented attempt to contact all Supervised Offenders that have not arrived at the facility on each scheduled CRC Program reporting day.

The Contractor shall immediately advise the NJSPB representative and specified NJSPB Division of Parole supervisory staff or the agency responsible for the offender's supervision of any Supervised Offender who absconds from the facility.

## **7.12 UNACCOUNTABILITY**

The Contractor shall provide immediate notification via e-mail and/or facsimile transmission to the NJSPB representative or representative of the agency responsible for the offender's supervision on the next business day of each instance of any Supervised Offender's failure to report to the CRC Program facility. The Contractor shall include with each notice of an offender's failure to report to the CRC Program facility the specific efforts made by the Contractor's staff members to establish contact with the non-reporting Supervised Offender including, but not limited to: telephone calls, e-mails, mailings, home visits, employment or alternate

reporting site contacts. The Contractor shall not be compensated for any day that a Supervised Offender fails to report to the CRC Program facility.

Supervised Offenders who violate the conditions of their required participation in the program may be subjected to the issuance of a parole warrant, being placed in custody, and the conducting of parole revocation proceedings in accordance with established NJSPB policies and procedures. Contractor's staff shall provide testimony at parole revocation proceedings whenever required by the NJSPB. In addition, Supervised Offenders that violate the terms and conditions required by the agency responsible for their supervision are subject to parole revocation or court proceedings conducted by the agency responsible for the offender's supervision.

### **7.13 FACILITY AND SUPERVISED OFFENDER SEARCHES**

The Contractor shall develop policies and procedures for conducting facility and Supervised Offender searches. The Contractor's search policies shall also address searches of visitors and Contractor staff members entering the facility. Facility searches shall include, at a minimum, a pat-frisk and the use of either a walk-through, a hand-held metal detector, or both. All Contractor staff members assigned to the entrance(s) of the facility shall be trained in the search procedures to be utilized for the facility entrance(s). The utilization of strip or cavity searches of Supervised Offenders by the Contractor's staff members as defined in New Jersey Administrative Code provisions N.J.A.C. 10A:3-5.7 and N.J.A.C. 10A:3-5.8 is strictly forbidden. Evidence of the utilization of a strip and/or cavity search of a Supervised Offender by the Contractor's staff members shall constitute just cause by the NJSPB for termination of the Contract and may result in separate criminal and/or civil liability for the Contractor and/or Contractor's staff members.

The Contractor shall permit and provide cooperation to armed NJSPB sworn law enforcement staff members during the conducting of periodic random, unannounced program interventions and security operations within each contracted facility.

### **7.14 USE OF PHYSICAL FORCE AND RESTRAINTS BY FACILITY STAFF**

The Contractor's staff members are prohibited from the use of physical force on Supervised Offenders except in self-defense, protection of others or prevention of property damage. Facility staff's use of weapons, chemicals and restraints are strictly prohibited. In all instances, facility staff's use of physical force on a Supervised Offender shall be immediately reported to the NJSPB or the agency responsible for the offender's supervision and documented via the preparation of an incident report provided to the NJSPB or the agency responsible for the offender's supervision within twenty-four (24) hours of each incident.

### **7.15 CONTRABAND AND DISPOSITION OF CONTRABAND**

The Contractor shall develop policies and procedures for the disposition of non-criminal contraband subject to the review and approval of the NJSPB.

The Contractor shall ensure that all facilities have a security alarm system, security lights, and a generator to provide auxiliary power supplies in the event of the loss of electrical power.

### **7.16 FACILITY AND GROUNDS SECURITY**

Enhancing the security of the facility will strengthen program operation and increase the safety of the staff, Supervised Offenders and the community at large. The Contractor shall continuously conduct a security assessment of each facility and make necessary security modifications and improvements. In addition,

periodic security assessments will be conducted by the NJSPB to ensure that security measures are consistently followed and implemented.

The Contractor shall develop policies and procedures subject to the review and approval of the NJSPB for daily security inspections to ensure a secure perimeter surrounding the facility and grounds, addressing such matters as functional locks and latches on all windows, doors, gates, electrical lighting (inside and out), keeping the facility and grounds free of contraband and providing security from outside intrusions.

The Contractor shall ensure that all facilities have a security alarm system, security lights, and a generator to provide auxiliary power supplies in the event of the loss of electrical power.

#### **7.17 CONTROLLED ENTRY INTO THE FACILITY AND GROUNDS**

The Contractor shall develop policies and procedures for the prohibition of unauthorized persons entering the facility and grounds. This procedure shall be sufficiently clear and concise to guide facility employees in their decisions to admit or deny anyone seeking admission for any reason.

#### **7.18 HOSTAGE POLICIES AND PROCEDURES**

The Contractor shall develop policies and procedures to guide facility staff in the event of a hostage situation at the facility involving staff, visitors or Supervised Offenders. These directives shall require staff to immediately contact the local law enforcement agency nearest the Contractor's facility and proceed as instructed. The Contractor shall then notify the NJSPB immediately and proceed as instructed. Under no circumstances are staff to take lightly the safety or risk to themselves, hostages, or the public in such a situation with premature decisions and actions that may escalate the hostage situation.

#### **7.19 DISTURBANCE CONTROL PLAN**

The Contractor shall submit to the NJSPB for approval a written Disturbance Control Plan within thirty (30) calendar days of notification of contract award.

#### **7.20 TEMPORARY/PROLONGED NON-PERFORMANCE**

All programs and services shall be provided at all times throughout the duration of the Contract. Failure to provide services at any time through the duration of the Contract shall result in no payment being made to the Contractor.

In the event that any Contractor is unable to provide for the continuation of contracted services due to any incident, circumstance or causation for a period of more than seventy-two (72) hours, the NJSPB reserves the right to take any actions determined necessary to maintain public safety and to provide services as required for the affected population(s). These actions may include amending, suspending or abrogating any existing contracts. The NJSPB may seek to recover any expenses incurred resulting from any such actions the NJSPB has been required to take from the Contractor of record.

#### **7.21 KEY INVENTORY AND CONTROL**

The Contractor shall provide access to all rooms within the facility to NJSPB staff and provide, upon demand, keys to allow entrance to all areas of the facility. The Contractor shall develop policies and procedures to ensure the inventory and control of every key issued and used in the facility's operations.

## **8.0 RECORDS AND REPORTS**

### **8.1 CONTRACTOR'S RESPONSIBILITIES**

The Contractor is responsible for compiling and maintaining a permanent case file of the following: information concerning each Supervised Offender including personal data, employment records, Supervised Offender accountability, urine monitoring, program utilization and progress reports, counseling records, case assessments, etc.

The record and reporting systems shall adhere to all applicable Federal, State and Local standards governing confidentiality.

The Contractor is responsible for obtaining any releases of information required to maintain compliance with applicable confidentiality requirements. Records on each Supervised Offender shall be maintained for a minimum of seven (7) years in accordance with N.J.S.A. 26:8-5 et. seq. and disposed of in the manner described.

### **8.2 REMOTE PROGRAMMATIC ACCESS**

The Contractor shall develop and maintain an electronic, transparent case management system accessible by the NJSPB via an Internet connection for real-time remote access of all programmatic activities (e.g. case notes, progress reports) and reports compiled by the Contractor's staff members. In addition, the electronic, transparent case management system shall also allow NJSPB staff to access all of the records and reports as contained in Section 8.5 (Program Activity Access and Reports).

The NJSPB strongly encourages the Contractor to provide input into the development of the software program and reporting format for the electronic, transparent case management system.

### **8.3 CONTRACTOR'S REPORTING REQUIREMENTS**

The Contractor shall provide the NJSPB with access to any and all records and reports as required by the NJSPB. These records shall be compiled, maintained and reviewed by appropriate Contractor's supervisory staff within each facility.

The Contractor shall submit to the NJSPB programmatic reports such as the following:

- Monthly programmatic reports as outlined in this RFP that shall be submitted to the NJSPB within two (2) business days after the last day of the preceding month;
- Daily attendance reports to include all Supervised Offenders that fail to report to the CRC Program;
- Response to NJSPB program monitoring activities, to include any program monitoring activities conducted by organizations approved by the NJSPB;
- Monthly Program Activity Report;
- Annual Program Review;
- Progress Reports;
- Incident Reports/Program Violations;
- Notices of Removals;
- Discharge summaries; and
- Any additional reports as deemed necessary by the NJSPB.

#### **8.4 DAILY ROSTER SHEETS**

The Contractor shall document and provide the daily roster sheets to the assigned NJSPB staff within each facility and the designated NJSPB Central Office staff via e-mail and facsimile (if unable to send via e-mail) by 10:00 a.m. each and every day for which the CRC Program is operational.

#### **8.5 PROGRAM ACTIVITY ACCESS AND REPORTS**

In addition to the required monthly report as outlined in Section 7.6 (Program Activity Report), the Contractor shall provide the NJSPB with access to any and all records and reports as required by the NJSPB.

#### **8.6 PROGRESS REPORTS**

As outlined in RFP Section 3.21 (Progress Reports), progress reports shall be prepared, in writing, on each Supervised Offender and maintained in the Supervised Offender's case file.

#### **8.7 RESEARCH PROJECTS**

The Contractor shall not publish nor disseminate any findings based upon data obtained from the operation of the CRC Program contract or engage in any research project without the prior written consent of the NJSPB. The Contractor shall provide the NJSPB with any and all evaluation materials produced as a result of any research project previously authorized by the NJSPB.

With respect to research projects conducted or approved by the NJSPB, the Contractor shall allow entry of all representatives conducting a research project or evaluation approved by the NJSPB into all NJSPB contracted facilities.

#### **8.8 PROGRAM EVALUATION**

In order to determine the success and cost effectiveness of the CRC Program, the NJSPB will conduct periodic evaluations of the program(s), in which the Contractor shall be required to participate. The evaluations will focus on program outcomes such as program completion rate, recidivism rate, job retention rate, substance abuse, educational advancement, and improvements in self-esteem/self-concept, in addition to systemic outcomes that focus on cost effectiveness and reductions in prison admissions of Supervised Offenders. The NJSPB will monitor the day-to-day operation of the CRC Program through on-site monitoring visits and the review of program reports and outcomes. NJSPB representatives will act as real-time monitors and evaluators during their time on site at each CRC Program facility.

## **9.0 STAFFING AND EMPLOYEES**

### **9.1 ORGANIZATION**

Each facility shall be managed according to the organizational plan submitted by the Contractor in the proposal. Any modification or alteration to the organizational chart shown on said plan shall require the prior written approval of the NJSPB, which will not be unreasonably withheld.

### **9.2 EMPLOYEE BACKGROUND CHECKS**

The Contractor shall conduct a criminal history background check on all prospective employees and the Program Director shall certify, in writing, that the Contractor has conducted a criminal history background check prior to submitting the Contracted Provider Employment Submission Form (*Exhibit A*) to the NJSPB. The criminal history background check shall include, at minimum, the following: a Federal Criminal National Record Search, New Jersey CCH Criminal History Record Search, SSN Trace and Address Locator Search, County Criminal Record Search, NCIC Wanted Person Check and DMV Status and History Record. The Contractor shall provide the NJSPB with the required information to perform a pre-employment screening on all employees of the Contractor's CRC Program. This material shall remain confidential and only reviewed by authorized NJSPB staff.

The Contractor shall require prospective employees to provide complete details of any arrest record. The Contractor shall not hire applicants who have served a sentence or are under probation or parole supervision until the applicant has been released from the supervision requirements for a minimum of three (3) years. In addition, the Contractor shall not hire any offender convicted of the Federal Bureau of Investigation Index Offenses of Murder, Rape, Robbery, Burglary, Aggravated Assault, Larceny Over \$50.00, Motor Vehicle Theft and Arson and all sexual offenses as outlined below\*\*:

\*\*A conviction, adjudication of delinquency, or acquittal by reason of insanity for aggravated sexual assault; sexual assault; aggravated criminal sexual contact; kidnapping pursuant to paragraph (2) of subsection c. of N.J.S.2C:13-1; endangering the welfare of a child by engaging in sexual conduct which would impair or debauch the morals of the child pursuant to subsection a. of N.J.S.2C:24-4; endangering the welfare of a child pursuant to paragraphs (3) or (4) or subparagraph (a) of paragraph (5) of subsection b. of N.J.S.2C:24-4; luring or enticing pursuant to section 1 of P.L.1993, c.291 (C.2C:13-6); criminal sexual contact pursuant to N.J.S.2C:14-3b. if the victim is a minor; kidnapping pursuant to N.J.S.2C:13-1, criminal restraint pursuant to N.J.S.2C:13-2, or false imprisonment pursuant to N.J.S.2C:13-3 if the victim is a minor and the offender is not the parent of the victim; knowingly promoting prostitution of a child pursuant to paragraph (3) or paragraph (4) of subsection b. of N.J.S.2C:34-1; or an attempt to commit any of these enumerated offenses if the conviction, adjudication of delinquency or acquittal by reason of insanity is entered on or after the effective date of this act or the offender is serving a sentence of incarceration, probation, parole or other form of community supervision as a result of the offense or is confined following acquittal by reason of insanity or as a result of civil commitment on the effective date of this act.

The Contractor shall notify prospective employees that the NJSPB will conduct an investigation and a complete review of their submitted application. Prospective employees shall not begin employment prior to receiving official clearance, in writing, from the NJSPB.

The NJSPB, on a case-by-case basis, may allow the employee to begin employment with the Contractor and provide services to the Supervised Offender population pending formal NJSPB review of the employee submission form. The Contractor is required to submit such a request, in writing, to the NJSPB and the Contractor will receive a response from the NJSPB, in writing, concerning the approval or denial of said



request. Should the NJSPB determine the employee is not cleared for employment with the Supervised Offender population, the Contractor must immediately remove the employee from working with the Supervised Offender population.

### **9.3 EXECUTIVE OFFICER**

Each facility and its program(s) shall be managed by a single Executive Officer or Director employed by the Contractor.

### **9.4 STAFFING REQUIREMENTS**

The Contractor shall develop a staffing matrix to be approved by the NJSPB within seven (7) calendar days of the service commencement date.

The minimum staffing requirements are as follows:

- One Facility Program Director;
- One Assistant Facility Program Director and/or Casework Supervisor;
- Case Managers – Supervised Offender to staff ratio shall not exceed 25:1;
- One Job Skills Developer/Employment Specialist(s);
- One Secretary/Administrative Assistant/Receptionist; and
- Maintenance personnel (as needed).

In addition to the stipulated requirements for each required staffing position, the Contractor shall ensure that at least one staff member possesses either a Baccalaureate Degree in Social Work, a Master's Degree in Social Work or certification as a Licensed Clinical Social Worker.

The Contractor should support continuing education of staff with respect to the knowledge and skills necessary to provide services to a diverse offender population.

The Contractor shall hire at least two bilingual staff members that are present during the entire programming day, in order to provide consistent and appropriate services to Spanish-speaking Supervised Offenders at all times. Bilingual staff shall consist of at least one staff member who at a minimum possesses a Baccalaureate Degree. If the bilingual staff member is a Case Manager, the Supervised Offender to bilingual staff ratio shall not exceed 25:1.

Case management shall consist of ensuring Supervised Offenders are receiving and participating in programmatic activities appropriate to their assessed needs, meeting with the Supervised Offender at a minimum of once every seven (7) calendar days to ensure progress is sufficiently addressed with the Supervised Offender, and documenting all such meetings and Supervised Offender activities in the case file records.

Staff working directly with the Supervised Offender population shall be trained in Motivational Interviewing/Motivational Enhancement Therapy.

### **9.5 STAFFING QUALIFICATIONS**

All staff employed in a CRC Program position requiring a college degree(s), licensing, certification(s) and/or authorization(s) to provide Supervised Offender care shall possess the requisite degree(s), be currently licensed, certified or authorized to provide required CRC Program services under the appropriate laws or rules

of the State of New Jersey and/or under the applicable standards of the appropriate Professional Licensing Board(s).

The NJSPB may, on a case-by-case basis, deem an employee's or prospective employee's demonstrated experience in serving the offender population as equivalent to a degree or a substitute for the educational requirements for employees and prospective employees of the Contractor. In such instances, the Contractor shall submit written documentation and a statement attesting to the employee or prospective employee's qualifications for the granting of an equivalency or substitution determination for the educational requirements.

## **9.6 STAFFING MATRIX**

The Contractor shall have trained case management staff on the premises at all times to provide the two (2) required five (5) hour segments of daily programming. The Contractor shall develop a staffing matrix to provide the maximum amount of interaction between staff and Supervised Offenders. The Contractor shall provide a copy of the staffing matrix to the NJSPB at least fourteen (14) calendar days prior to the facility becoming operational. The Contractor shall provide a work schedule clearly defining the duty hours of each full-time and part-time staff.

The Contractor shall maintain minimum staffing levels for the CRC Program as outlined in its response to the Bid Specifications and subsequent Contract. Ideally, staffing patterns at all levels of the counseling process shall meet the needs of the Supervised Offender population. Full-time employment is defined as a minimum of thirty-five (35) working hours per week. Part-time staff shall not exceed 20% of the total number of positions of the program unless prior approval has been obtained from the NJSPB. As needed, provisions shall be made for substitute staff with equivalent qualifications to replace absent staff members.

The NJSPB shall be advised, in writing, of all staffing changes (e.g. transfer to another program or program facility, termination) within each facility and/or any incident involving Contractor staff that may impact upon the program within forty-eight (48) hours of each occurrence. If verbal notification was provided, the Contractor shall follow up with written notification to the NJSPB within the forty-eight (48) hour time frame.

## **9.7 JOB DESCRIPTIONS**

The Contractor shall develop and maintain a written job description for each position in the staffing matrix, including but not limited to job title, responsibility and required minimum experience, education and certification/licensure.

Copies of each job description shall be maintained in the policy and procedural manual with copies sent to the NJSPB.

## **9.8 MONTHLY STAFF ROSTER**

Within two (2) business days of the end of each month, the Contractor shall provide the NJSPB with a written monthly staff roster. The roster shall include employee names, titles, date of hire and termination and whether the employee is full or part-time as well as the number of current staffing vacancies. Attached to the roster shall be a copy of the program's weekly and/or monthly programming schedule indicating services provided, the name of the staff person assigned and the number of Supervised Offenders participating in each service.

## **9.9 FACILITY PROGRAM DIRECTOR**

The Facility Program Director shall hold a Baccalaureate Degree or equivalent in the Social Sciences or a related field and have two years' experience supervising casework staff.

The responsibilities of the Facility Program Director shall include, but not be limited to, the following:

- Ensuring the development of evidence-based programming;
- Supervising the Assistant Facility Program Director and/or Casework Supervisor;
- Implementation, monitoring, and enforcement of all policies and procedures, including the rights of Supervised Offenders while at the program;
- Planning for, and administration of, managerial, operational, fiscal, and reporting components of the program;
- Participating in the development of a quality assurance plan for Supervised Offender care and staff performance;
- Ensuring that all personnel are assigned duties based upon their education, training, competencies, and job descriptions;
- Ensuring the provision of staff orientation and staff education;
- Establishing and maintaining liaison relationships and communication with program staff and services, with support services and community resources and with Supervised Offenders;
- Establishing and maintaining effective relationships with both internal and external stakeholders, community service providers, and program participants; and
- Ensuring contract compliance and maintaining a collaborative relationship with the NJSPB at all times.

## **9.10 REPLACEMENT OF FACILITY PROGRAM DIRECTOR**

The Contractor agrees that no replacement of such specific individual and/or personnel qualifications shall be made without the prior written approval of the NJSPB. The Contractor further agrees that any replacement of the Facility Program Director made pursuant to this paragraph shall be with personnel of equal or better qualifications.

## **9.11 ASSISTANT FACILITY PROGRAM DIRECTOR AND/OR CASEWORK SUPERVISOR**

The Assistant Facility Program Director and/or Casework Supervisor shall hold a Baccalaureate Degree or equivalent in the Social Sciences or a related field and have two (2) years' experience supervising casework staff.

The responsibilities of the Assistant Facility Program Director and/or Casework Supervisor shall include, but not be limited to, the following:

- Responsible for all of the duties of the Facility Program Director when the Facility Program Director is absent;
- Responsible for the efficient management of casework functions and supervision of casework staff;
- Responsible for monitoring Supervised Offenders' progress and making recommendations to the Case Managers, assigned NJSPB representative or representative of the agency responsible for the offender's supervision and the Supervised Offender whenever corrective measures are indicated; and
- Responsible for monitoring the methodologies and procedures governing casework documentation and for ensuring that Supervised Offenders are working in compliance with their individualized service plans.

### **9.12 CASE MANAGERS**

Case Managers shall hold a Baccalaureate Degree or equivalent in the Social Sciences or a related field and one (1) year of experience in casework duties providing services to the Supervised Offender population.

The responsibilities of the Case Managers shall include, but not be limited to, the following:

- Meeting with the Supervised Offender a minimum of once per week to review progress and ensure the Supervised Offender is attending required programming activities;
- Ensuring efficient management of casework functions as well as being responsible for monitoring each Supervised Offender's progress and recommending corrective measures to the assigned NJSPB representative or representative of the agency responsible for the offender's supervision and the Supervised Offender when progress is substandard;
- Possession of a broad, in-depth knowledge of the program modalities and services of the Contractor's program to ensure an appropriate match for the Supervised Offender; and
- Initiation and final preparation of the discharge/continuing care plan and forwarding of all documentation to the NJSPB or the agency responsible for the offenders' supervision upon discharge.

The Contractor shall ensure that at least one (1) Case Manager is certified in cognitive behavioral skills before he/she is hired and in place at the CRC Program on the date of inception of the contract. All other Case Managers shall be certified within sixty (60) calendar days after the service commencement date.

### **9.13 EMPLOYMENT SPECIALIST**

The Contractor shall ensure that at least one (1) staff member at each CRC Program is assigned to the position of Employment Specialist. Employment Specialists shall have a minimum of a Baccalaureate Degree with two (2) years of experience in duties relating to locating jobs for the general public or a specific population and one (1) year experience in job search and job retention methods. Employment Specialists shall interview Supervised Offenders to determine their specific employment, training and vocational needs. Employment Specialists shall conduct training workshops for on-site staff as necessary to familiarize them with all facets of the requirements for obtaining employment for the benefit of Supervised Offenders.

Employment Specialists shall develop and maintain relationships with business and industry organizations to ensure that employment programming is current and relevant to the current labor market and to promote the Supervised Offender's employment placement. Employment Specialists shall obtain the certification of Offender Workforce Development Specialist (OWDS) as provided by the U.S. Department of Justice, National Institute of Corrections or the NJLWD within one (1) year of employment at the CRC Program.

### **9.14 SECRETARY/ADMINISTRATIVE ASSISTANT**

The Secretary/ Administrative Assistant shall have a minimum of a high school diploma or GED and possess good oral and written communication and typing skills. In addition, this staff person may function as the program's receptionist and perform other office clerical duties as needed.

### **9.15 VACANT POSITIONS**

The Contractor shall make every effort to fill vacancies in program related staff within thirty (30) calendar days of the vacancy. In the event that a vacancy cannot be filled within thirty (30) calendar days, the Contractor shall submit a notification to the NJSPB requesting a waiver of the thirty (30) calendar day requirement to fill the staffing vacancy. Upon review of the Contractor's waiver request, the NJSPB may request a written plan

for filling the position, along with copies of, for example, any advertisements, employment agency contacts, job fair participation, or schedule of interviews.

#### **9.16 NOTIFICATION OF INCIDENT(S)**

The NJSPB shall be immediately advised of any incident involving Contract staff's interaction with the Supervised Offender population that may negatively impact upon the NJSPB and/or the Contractor.

#### **9.17 INTERN/VOLUNTEER SERVICES**

The Contractor shall obtain the written approval of the NJSPB prior to utilizing any intern or volunteer services at the CRC Program. Upon NJSPB approval to utilize intern or volunteer services, the Contractor shall adhere to the required mandates of the NJSPB governing the utilization of intern or volunteer services involving Supervised Offenders, including the conducting of criminal background checks on each intern or volunteer and adherence to the provisions of RFP Section 9.2 (Employee Background Checks).

The use of intern or volunteer services by the Contractor to substitute for the hiring of any full or part time staff members to perform the programming and services outlined in these Bid Specifications is strictly prohibited.

#### **9.18 PERSONNEL RECORDS**

A personnel record shall be maintained for each employee by the Contractor which shall contain, at minimum, the following: employment application, background investigation, dates of employment, training, and copies of licenses/professional credentials, degree, diploma, performance evaluations, and all disciplinary actions.

#### **9.19 PERSONNEL MANUAL**

The Contractor must have a written personnel manual in place and available to the NJSPB within fourteen (14) calendar days of the service commencement date. This manual must contain personnel policies that reflect the Contractor's management philosophy. The Contractor must include management philosophy and staff development plans in their proposal. The policies shall address issues including, but not limited to, hiring practices, promotions, grievance procedures, staff development, training, performance appraisals, benefits, disciplinary procedures, and terminations. The policies shall be applicable to all employees. The personnel manual must be available to all staff and accessible to them at their work site.

#### **9.20 EMPLOYEE CONDUCT**

The Contractor shall ensure that personnel policies define ethical and professional relationships, which shall be maintained between staff and Supervised Offenders that are under the supervision of the NJSPB.

The Contractor further understands and agrees that investigations of Contractor employees' conduct will be initiated by the NJSPB if it is believed by the NJSPB to be warranted. The Contractor shall notify employees, in writing, of the standards of employee conduct. This document shall be maintained in the employee's personnel records. Standards of employee conduct shall include, but not be limited to, the following:

- Staff shall value the human worth and dignity of all Supervised Offenders through fair treatment and respect to the individual, recognizing diversity and the Supervised Offender's individual rights;
- Staff shall not verbally or physically abuse any Supervised Offender;
- Staff shall recognize each Supervised Offender's right to privacy and adhere to confidentiality rules and regulations;

- Staff shall not display favoritism or preferential treatment for any individual Supervised Offender or groups of Supervised Offenders;
- Staff shall not engage in any personal or business relationship with any Supervised Offender under active supervision or the Supervised Offender's family or friend/associate (e.g. selling, buying or trading personal property) or employing them in any capacity;
- Staff shall never accept for themselves or any member of their family, any personal gift, favor or service from any Supervised Offender or any Supervised Offender's family or associate, no matter how trivial the gift or service may seem. In addition, no staff shall give any gifts, favors or services to Supervised Offenders, their families or friends/associates;
- Staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the NJSPB. The Contractor shall ensure that the conduct of all employees is above reproach. Employees shall not only avoid misconduct, but the appearance of misconduct as well;
- Staff shall not foster undue familiarity with Supervised Offenders or permit Supervised Offenders to be unduly familiar towards them; the Contractor shall provide notice to the NJSPB of any staff members that are already familiar with any Supervised Offender in the CRC Program;
- Staff shall immediately notify the Facility Program Director and the NJSPB of any personal relationship between themselves and any offender and/or any offender's family member(s) in attendance at the CRC Program; and
- Staff shall immediately report any violation or attempt to violate these standards to the Contractor's Facility Program Director.

The Contractor's Facility Program Director is responsible for immediately reporting each violation of employee conduct and the proposed disciplinary action to be taken by the Contractor to the NJSPB, both telephonically and in writing. Written notification shall be provided within twenty-four (24) hours of the Facility Program Director's verbal notification of each violation.

If warranted, a determination will be made by the NJSPB as to whether the employee shall continue to work with Supervised Offenders.

A Contractor's failure to report a violation of employee conduct or to take appropriate disciplinary action against a Contractor's employee may subject the Contractor to appropriate action by the NJSPB, up to and including termination of the Contract.

### **9.21 STAFF TRAINING**

The Contractor shall provide training to all staff directly involved in providing any service to Supervised Offenders within sixty (60) calendar days of employment in the following areas: the Level of Service Inventory-Revised (LSI-R), STABLE-2007/ACUTE-2007 and Static-99 sex offender risk assessment instruments, and either the Substance Abuse Subtle Screening Inventory (SASSI) or the Texas Christian University II Drug Screen II (TCUDS II), Advanced Case Management, Motivational Interviewing, Cognitive Behavioral Skills programming and Anger and Aggression Reduction programming. The Contractor shall also indicate any additional training it will be providing to its employees with respect to their individual Program.

The Contractor shall be responsible for the costs of all staff training.

### **9.22 DRUG FREE WORKPLACE**

The Contractor shall, at all times, maintain a drug free workplace and, at a minimum, shall take the following actions:

- Publish a statement notifying employees that unlawful possession, use, manufacture, distribution, and dispensation of a controlled dangerous substance is prohibited and specifying actions to be taken against employees for violations;
- Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the Contractor's policy of maintaining a drug-free workplace; any available counseling, rehabilitation and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations; and
- Every employee who works at the facility shall receive a copy of the Contractor's drug-free policy statement and agree to abide by the terms of the Contractor's statement as a condition of employment.

### **9.23 SMOKING POLICY**

The Contractor shall develop a policy on the prohibition of indoor smoking at the facility by staff, Supervised Offenders and visitors in accordance with State law. Said policy shall be displayed in a conspicuous location within the Contractor's CRC Program facility.

### **9.24 LITIGATION SUPPORT**

The Contractor shall provide testimony regarding any litigation resulting from work performed in fulfillment of the contract upon request by the NJSPB. At a minimum, the Contractor shall provide a representative of the Corporation, Firm, Organization, or other Contractor entity, and the facility Program Director.

## **10.0 FINANCIAL REPORTS AND RECORDS, AUDITS AND PER DIEM**

### **10.1 FINANCIAL MANAGEMENT SYSTEM**

The Contractor shall designate a Chief Financial Officer who shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the NJSPB when the Contractor cannot comply with the requirements established in this section of the contract.

A. The Contractor's financial management system shall provide for:

- 1) Accurate, current, and complete disclosure of financial reports of each program or contract; the Contractor shall permit inspection of their books by the NJSPB at any time. The cost for follow-up audits due to vendor deficiencies or non-compliance shall be borne by the Contractor;
- 2) Records that adequately identify the source and application of funds for the NJSPB supported activities;

*Please Note: These records shall contain information pertaining to contract awards and authorization, obligations, unobligated balances, assets, liabilities, outlays, and income;*

- 3) Effective internal and accounting controls over all funds, property and other assets;

*Please Note: The Contractor shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes;*

- 4) Accounting records that are supported by source documentation. The Contractor must make available an accounting of all costs allocated or paid to any affiliated company rendering services to the Contractor, including substantiation and basis of allocation of costs;
- 5) The NJSPB requires the submission of a Statement of Adequacy of the Accounting System on an annual basis;
- 6) Program funds must be segregated and maintained in separate checking accounts for each NJSPB contract. At no time shall any funds received or disbursed under this contract be commingled with other business activities or contracts of the Contractor; and
- 7) The general and administrative costs of each of the Contractors programs shall be identified separately and a detailed explanation on the cost allocation methodologies employed shall be included.

If the NJSPB determines that the Contractor's accounting system does not meet the standards described in Paragraph (A) above, additional information to monitor the Contractor may be required by the NJSPB upon written notice to the Contractor until such time as the system meets with the NJSPB's approval.

### **10.2 AUDIT REQUIREMENTS**

- A. The single audit performed under this contract must be conducted annually on an organization-wide basis. The single audit report is required to be submitted to the NJSPB within 120 calendar days of the Contractor's fiscal year end date. Any extension of this provision shall be requested by the Contractor, in writing, to the NJSPB. In its request to the NJSPB for an extension of submission date of the single



audit report, the Contractor shall state the reason(s) for requesting an extension in addition to the anticipated compliance date.

- B. The NJSPB requires that a licensed Certified Public Accountant or person working for a licensed certified public accounting firm, appointed and paid for by the Contractor, subject to the approval of the NJSPB, be designated to perform the single audit requirements of this contract.

#### **10.2.1 THE AUDIT OF A PROVIDER AGENCY SHALL BE IN ACCORDANCE WITH:**

- A. New Jersey Department of the Treasury Circular Letter 04-04-OMB "Single Audit Policy for Recipient of Federal Grants, State Grants and State Aid Payments";
- B. Federal OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations";
- C. Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA);
- D. Government Auditing Standards established by the Comptroller General of the United States and issued by the U.S. Government Accountability Office;
- E. The AICPA audit and accounting guides Audits of States, Local Governments and Nonprofit Organizations and, as applicable, AICPA industry audit guides and Accounting Standards Codification;
- F. New Jersey Department of the Treasury, OMB Circular 98-07, "Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments";
- G. New Jersey Department of the Treasury, OMB" State Grant Compliance Supplement";
- H. Applicable Federal OMB Circular's A-87 "Cost principles for State and Local Governments" or A-122 "Cost Principles for Non-profit Organizations"; and
- I. New Jersey Department of the Treasury Circular Letter 05-12, Grant Agreements – Agency Contracts.

#### **10.2.2 ADDITIONAL AUDIT REQUIREMENTS**

The audit shall include the following:

- A. Specific statement that all required tax returns have been filed and taxes (including but not limited to payroll taxes) have been paid and are up to date;
- B. A copy of the management advisory letter (when provided as a routine part of audit engagement);
- C. If the audit uncovers or suggests any irregularities or illegal acts, knowledge of these acts must be communicated immediately by the auditors to the Chief Fiscal Officer, New Jersey State Parole Board, P.O. Box 862, Trenton New Jersey 08625-0862;
- D. The audit work papers and reports shall be retained by the auditor for a minimum of seven (7) years from the date of the audit report, unless the auditor received a request in writing from the NJSPB for the need to extend the retention period;

- E. The audit work papers and reports shall be made available upon request to the NJSPB or its designee(s);
- F. Any change in Contractor's fiscal year shall be immediately reported to the NJSPB;
- G. Copies of all audit reports shall be submitted to the cognizant State agency, with a copy provided to the NJSPB when the NJSPB is not the cognizant state agency;
- H. The independent accountant is subject to an external quality control review in accordance with Government Auditing Standards at least once every three (3) years;
- I. Individuals who audit federal and state funds and are responsible for planning or directing an audit, or conducting substantial portions of the fieldwork or reporting on the audit, are required to obtain eighty (80) Continuing Professional Education (CPE) credits every two (2) years, including twenty-four (24) CPE credits in government related subjects; and
- J. The Contractor agrees to ensure timely and appropriate resolution of audit findings and recommendations. Corrective action plans and notifications of the timing of the implementation of the plans shall be forwarded to the NJSPB within thirty (30) calendar days.

## **11.0 PROPOSAL PREPARATION AND SUBMISSION**

### **11.1 QUESTION AND ANSWER PERIOD**

All interested Bidders are advised to review the written Bid Specifications carefully and to rely upon the information incorporated therein when preparing their bid proposal(s).

The NJSPB will accept questions and inquiries from all potential Bidders.

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Questions regarding the State of New Jersey Standard Terms and Conditions and exceptions to mandatory requirements must be posed during the Question and Answer Period and should also contain the bidder's suggested changes.

Bidders must not contact the NJSPB directly, in person, by telephone or by e-mail, concerning this RFP.

The cut-off date for questions and inquiries relating to this RFP is **3:00 p.m. on Monday, September 8, 2014**. Bidders must fax any questions relating to this RFP to the attention of Leonard Ward, Director, Divisions of Parole and Community Programs at (609) 633-7930. Questions shall be clearly marked "RFP Questions – CRC." Bidders should contact David M. Wolfgruber, Assistant Director, Community Programs Division, at (609) 984-4609 to confirm that their facsimile transmission has been received. A written response to such questions shall be provided to all Bidders that have requested the Bid Specifications.

### **11.2 SUBMISSION OF PROPOSAL**

In order to be considered for a contract award, the proposal must arrive at the New Jersey State Parole Board by **3:00 p.m. on Monday, October 20, 2014** at the appropriate location by the required time. **ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME ARE INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:**

NEW JERSEY STATE PAROLE BOARD  
CENTRAL OFFICE  
171 JERSEY STREET  
BUILDING 1  
TRENTON, NJ 08611

Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals.

If the Bidder submits proposals for more than one site (facility) and/or region, each proposal is required to be completed and submitted separately. Each proposal shall be considered stand-alone. A proposal may be rejected for failure to follow the instructions regarding multiple proposals as stated herein.

### **11.3 ADDENDA: REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

**ALL RFP ADDENDA WILL BE PROVIDED TO ALL BIDDERS THAT HAVE REQUESTED THE BID SPECIFICATIONS.**

There are no designated dates for release of addenda.

It is the sole responsibility of the Bidder to be knowledgeable of all addenda related to this procurement.

### **11.4 BIDDER RESPONSIBILITY**

The Bidder assumes sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFP.

The NJSPB assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a proposal in response to this RFP.

### **11.5 CONTENTS OF PROPOSAL**

Your proposal can be released to the public during the protest period established pursuant to N.J.A.C. 17:12-3.3, or under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq., (OPRA) or the common law right to know. As provided in N.J.A.C. 17:12-1.2(b):

Subsequent to the proposal submission opening, all information submitted by Bidders in response to a bid solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Bidder, except as may be exempted from public disclosure by OPRA and the common law.

Any proprietary and/or confidential information in your proposal will be redacted by the NJSPB. A Bidder may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Bidder has a good faith legal and/or factual basis for such assertion. The NJSPB reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **The NJSPB will not honor any attempt by a Bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal.** In the event of any challenge to the Bidder's assertion of confidentiality with which the NJSPB does not concur, the Bidder shall be solely responsible for defending its designation.

In submitting a bid proposal, the Bidder waives any claims of copyright protection set forth within the manufacturer's price list and/or catalogs. The price lists and/or catalogs must be accessible to State using agencies and cooperative purchasing partners and thus have to be made public to allow all eligible purchasing entities access to the pricing information.

### **11.6 NUMBER OF BID PROPOSAL COPIES**

The Bidder must include the following proposal copies:

**One (1) complete ORIGINAL proposal**, clearly marked as the "ORIGINAL" proposal.

**Six (6) complete and exact copies**, clearly marked "COPY".

**One (1) unbound, complete and exact copy** of the original, clearly marked "COPY".

**One (1) complete and exact ELECTRONIC copy** of the original proposal in PDF file format on disc (CD or DVD) to be viewable and "read only" by State evaluators using Adobe Acrobat Reader software.

### **11.7 PROPOSAL SUBMISSION**

On the date and time proposals are due under the RFP, all information concerning the proposals submitted may be publicly announced and those proposals, except for information appropriately designated as proprietary and/or confidential, shall be available for inspection and copying. In those cases where negotiation is contemplated, only the names and addresses of the Bidders submitting proposals will be announced and the contents of the proposals shall remain proprietary and/or confidential until the Notice of Intent to Award is issued by the NJSPB.

### **11.8 PRICE ALTERATION IN HARD COPY PROPOSALS**

Proposal prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the Bidder.

### **11.9 PROPOSAL ERRORS**

In accordance with N.J.A.C. 17:12-2.11, "Proposal Errors," a Bidder may withdraw its proposal as described below.

A Bidder may request that its proposal be withdrawn prior to the proposal submission opening. Such request must be made, in writing, to Leonard Ward, Director, Divisions of Parole and Community Programs. If the request is granted, the Bidder may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal submission and at the place specified.

If, after the proposal submission opening but before contract award, a Bidder discovers an error in its proposal, the Bidder may make a written request to Director Ward for authorization to withdraw its proposal from consideration for award. Evidence of the Bidder's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Bidder's exercise of reasonable care; and that the State will not be significantly prejudiced by granting the withdrawal of the proposal. After the proposal submission opening, while pursuant to the provisions of this section, you may request to withdraw your proposal and the NJSPB may, in their discretion, allow you to withdraw it. The NJSPB may also take notice of repeated or unusual requests to withdraw by a Bidder and take those prior requests to withdraw into consideration when evaluating the Bidder's future bids or proposals.

All proposal withdrawal requests must include the final proposal submission date and be sent to the following address:

Leonard Ward, Director  
Divisions of Parole and Community Programs  
P.O. Box 862  
Trenton, NJ 08625

If, during the proposal evaluation process, an obvious pricing error made by a potential contract awardee is found, the NJSPB shall issue written notice to the Bidder. The Bidder will have five (5) days after receipt of the notice to confirm its pricing. If the vendor fails to respond, its proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Bidder's intention is not readily discernible from other parts of the proposal, the NJSPB may seek clarification from the Bidder to ascertain the true intent of the proposal.

## **11.10 JOINT VENTURE**

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder Form, and Affirmative Action Employee Information Report must be supplied for each party to a joint venture. NOTE: Each party comprising the joint venture must also possess a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. Refer to Section 11.11.2.1 (Business Registration) of this RFP.

## **11.11 PROPOSAL CONTENT**

The proposal should be submitted in two volumes with the content of each volume as indicated below.

### **Volume 1**

Section 1 - Forms (RFP Sections 11.11.1 and 11.11.2)

Section 2 - Technical Proposal (RFP Section 11.11.3) – **NOTE: This section of the Bidder's submission is limited to 50 pages or fewer, with no smaller than a 12 point font.**

Section 3 - Organizational Support and Experience (Section 11.11.4)

### **Volume 2**

Section 4 – Price Schedule/Sheet (RFP Section 11.11.5)

## **11.11.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH PROPOSAL**

### **11.11.1.1 MACBRIDE PRINCIPLES CERTIFICATION**

The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. Please refer to Section 2.5 of the State of NJ Standard Terms and Conditions and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By submitting their bid proposal, the Bidder/offeror is automatically certifying that either:

- a. The Bidder has no operations in Northern Ireland; or
- b. The Bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Bidder/offeror electing not to certify to the MacBride Principles must nonetheless include, as part of its proposal, a statement indicating its refusal to comply with the provisions of this Act.

#### **11.11.1.2 NO SUBCONTRACTOR CERTIFICATION**

For a proposal that does NOT include the use of any Subcontractors, by submitting its proposal, the Bidder is *automatically* certifying that:

1. In the event the award is granted to Bidder's firm and the Bidder later determines at any time during the term of the contract to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the State of NJ Standard Terms and Conditions, the Bidder will submit a Subcontractor Utilization Plan form for approval to the NJSPB in advance of any such engagement of Subcontractors.
2. If the contract is a small business subcontracting set-aside, the Bidder certifies that in engaging Subcontractors, it will make a good faith effort to achieve the subcontracting set-aside goals, and will attach to the Subcontractor Utilization Plan documentation of such efforts in accordance with N.J.A.C. 17:13-4 et seq.

#### **11.11.1.3 NON-COLLUSION**

By submitting a proposal, the Bidder certifies as follows:

- a. The price(s) and amount of its proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Bidder or potential Bidder.
- b. Neither the price(s) nor the amount of its proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the proposal submission.
- c. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- d. The proposal of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- e. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

#### **11.11.1.4 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The State Treasurer has established a business ethics guide to be followed by State Contractors in their dealings with the State. The guide provides further information about compliance with Section 2.8 of the State of New Jersey Standard Terms and Conditions. The guide can be found at:

[http://www.state.nj.us/treasury/purchase/ethics\\_guide.shtml](http://www.state.nj.us/treasury/purchase/ethics_guide.shtml)

By submitting its proposal, the Bidder is automatically certifying that it has read the guide, understands its provisions and is in compliance with its provisions.

#### **11.11.1.5 OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:24.2, in the event the Bidder is a corporation, partnership or sole proprietorship, the Bidder must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompanying the proposal. Failure to submit the form will preclude the awarding of a contract.

#### **11.11.1.6 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

#### **11.11.1.7 DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER FORM**

The bidder shall submit the Disclosure of Investigations and Actions Involving Bidder Form, one of the three forms in the downloadable RFP documents on the State of New Jersey, Department of the Treasury, Division of Purchase and Property website entitled NJ STANDARD RFP FORMS with its proposal. The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a bidder does not submit the form with the proposal, the bidder must comply within seven (7) business days of the NJSPB's request or the NJSPB may deem the proposal non-responsive.

#### **11.11.1.8 SUBCONTRACTOR UTILIZATION PLAN**

All Bidders intending to use a Subcontractor must submit a completed Subcontractor Utilization Plan. Please see the State of New Jersey, Division of Purchase and Property's Subcontractor Forms which includes the Subcontractor Utilization Plan form.

#### **11.11.1.9 SMALL BUSINESS REGISTRATION FOR SET-ASIDE CONTRACTS**

Pursuant to the provisions of N.J.S.A. 52:32-17 and N.J.A.C. 17:13, this contract, or a portion thereof, has been designated as a set-aside contract for small business. As such, as indicated on page one of this document, eligibility to bid is limited to Bidders that meet statutory and regulatory requirements and have had their eligibility determined by the New Jersey Division of Revenue, Small Business Enterprise Unit.

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories: (i) those with gross revenues not exceeding \$500,000; (ii) those with gross revenues not exceeding \$5 million; and (iii) those with gross revenues that do not exceed \$12 million, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below \$500,000 can bid on any contract, those earning more than the \$500,000 and \$5 million amounts will not be permitted to bid on contracts designated for revenue classifications below their respective levels.



Inasmuch as this is a full or partial set-aside contract, the Bidder should provide, as part of its response to this solicitation, proof of its current registration as a qualifying small business with the New Jersey Division of Revenue, Small Business Enterprise Unit. Application and registration requirements are presented on the web at <http://www.nj.gov/njbusiness/contracting/> or by contacting that agency during business hours as indicated below.

NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE  
SMALL BUSINESS ENTERPRISE UNIT  
33 WEST STATE STREET – FIFTH FLOOR  
PO BOX 026, TRENTON, NJ 08625-0026  
TELEPHONE: 609-292-2146  
FAX #: 609-292-8764

**\*\* IF THE BIDDER IS AN INCUMBENT CONTRACTOR AND/OR HAS PREVIOUSLY REGISTERED OR BEEN CERTIFIED UNDER THE FORMER SBE/MBE/WBE PROGRAM, THE BIDDER SHOULD ENSURE IT IS REGISTERED ON THE DAY OF PROPOSAL RECEIPT AND OPENING WITH THE DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO BE ELIGIBLE FOR AWARD.**

IN ORDER TO EXPEDITE THE SMALL BUSINESS REGISTRATION PROCESS FOR THIS PROCUREMENT, THE BIDDER MAY FAX A COPY OF RFP PAGE ONE (1) REFLECTING THE PROPOSAL SUBMISSION DATE ALONG WITH THE COMPLETED SMALL BUSINESS REGISTRATION FORM TO THE NEW JERSEY DIVISION OF REVENUE, SMALL BUSINESS ENTERPRISE UNIT TO THE FAX NUMBER ABOVE.

#### **11.11.1.9.1 SMALL BUSINESS SUBCONTRACTING SET-ASIDE CONTRACTS**

This is a contract with set-aside subcontracting goals for New Jersey Small Business Enterprises. If the Bidder intends to subcontract, it must submit a Subcontractor Utilization Plan. If the Bidder intends to subcontract, the Bidder should take the following actions to achieve the set-aside subcontracting goal requirements:

1. Attempt to locate eligible small businesses in Categories I, II, and III appropriate to the RFP;
2. Request a listing of small businesses by Category from the New Jersey Division of Revenue, Small Business Enterprise Unit;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential Subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential Subcontractors submitting higher than acceptable price quotes;
6. Obtain, in writing, the consent of any proposed Subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to achieve the set-aside subcontracting goals.

Proposals should also contain a copy of the New Jersey of Revenue, Small Business Enterprise Unit's proof of registration as a small business for any business proposed as a Subcontractor; and documentation of the Bidder's good faith effort to meet the targets of the set-aside subcontracting requirement in sufficient detail to permit the Bid Review Unit of the Division to effectively assess the Bidder's efforts to comply if the Bidder has failed to attain the statutory goals.

If the Bidder chooses to use Subcontractors and fails to meet the small business subcontracting targets set forth above, the Bidder must submit documentation demonstrating its good faith effort to meet the targets with its proposal or within seven (7) business days upon request.

**NOTE: A BIDDER'S FAILURE TO SATISFY THE SMALL BUSINESS SUBCONTRACTING TARGETS OR PROVIDES SUFFICIENT DOCUMENTATION OF ITS GOOD FAITH EFFORTS TO MEET THE TARGETS WITH THE PROPOSAL OR WITHIN SEVEN (7) BUSINESS DAYS UPON REQUEST SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.**

If awarded the contract, the Bidder shall notify each Subcontractor listed in the Plan, in writing.

Each Bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the Bidder's compliance with N.J.A.C. 17:13-1.1 et seq., and this RFP.

#### **11.11.1.10 PRICING**

The Bidder must submit its pricing on the NJSPB supplied Price Schedules and supply any additional pricing information as directed in RFP Section 11.11.5 (Price Schedule/Sheet).

#### **11.11.2 FORMS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE PROPOSAL**

##### **11.11.2.1 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the proposal evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its proposal. Refer to Section 2.1 of the State of NJ Standard Terms and Conditions.

Any Bidder, inclusive of any named Subcontractors, who does not have a valid business registration at the time of the proposal submission opening or whose BRC was revoked prior to the submission of the proposal should proceed immediately to register its business or seek re-instatement of a revoked BRC. Bidders are cautioned that it may require a significant amount of time to secure the re-instatement of a revoked BRC. The process can require actions by both the Division of Revenue and the Division of Taxation. For this reason, a Bidder's early attention to this requirement is highly recommended. The Bidder and its named Subcontractors may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Bidder otherwise identified by the Division as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the NJSPB. A Bidder who fails to comply with this requirement by the deadline specified by the NJSPB will be deemed ineligible for contract award. Under any circumstance, the NJSPB will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Bidder receiving a contract award as a result of this procurement and any Subcontractors named by that Bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

#### **11.11.2.2 SERVICES SOURCE DISCLOSURE CERTIFICATION FORM**

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of a contract, the Bidder is required to submit a completed source disclosure form. The Bidder's inclusion of the completed Services Source Disclosure Form with the proposal is requested and advised. Refer to RFP Section 14.1.2 (Source Disclosure Requirements) for additional information concerning this requirement.

#### **11.11.3 TECHNICAL PROPOSAL**

In this section, the Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., RFP Section 3.0.

**Note: Proposals submitted with any material terms that conflict with the RFP terms, the New Jersey Standard Terms and Conditions, which is specifically incorporated in this RFP may be deemed by the NJSPB to be non-responsive. All exceptions should be included in the Q&A period.**

The Bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the proposal should minimally contain the information identified below.

##### **11.11.3.1 MANAGEMENT OVERVIEW**

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should demonstrate to the NJSPB that the Bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. The Bidder shall demonstrate the ability to comply with Evidence-Based Practice (EBP) principles in the bid response. This narrative should demonstrate to the NJSPB that the Bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's ability to complete the contract. The Bidder's response to this section should be designed to convince the NJSPB that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the Bidder's proposal will lead to successful contract completion.

##### **11.11.3.2 CONTRACT MANAGEMENT**

**Please Note: All plans submitted by the Bidder with its proposal must be final, not draft, plans unless noted otherwise. Plans submitted with the proposal will be binding on the Bidder in the event it is awarded a contract for any program services. Specific plans may be subject to change during contract term upon approval of the NJSPB.**

**Bidders shall include all the following in its proposal submission (failure to provide any requested information will result the proposal being found to be non-responsive):**

1. The Bidder shall describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan shall include the Bidder's approach to communicate with the NJSPB including, but not limited to, status meetings, status reports and a description of its financial management system;
2. The Bidder shall demonstrate how it will operate a facility (ies) capable of providing CRC Program services as outlined in these RFP specifications;
3. The Bidder shall identify in the proposal an available facility or facilities where the CRC Program shall be operated;
4. The Bidder shall include management philosophy and staff development plans in their proposal;
5. The Bidder shall include in its proposal a Disturbance Control Plan that it will implement in the event of a major disturbance for the purpose of meeting emergencies such as: riots; strikes; attacks upon staff, visitors or Supervised Offenders; explosions or fires; suicides or attempted suicides; natural disasters; and accidental injuries to staff, visitors or Supervised Offenders;
6. The Bidder shall provide a contingency plan that in the event of any occurrence or circumstance by which the Bidder is unable to provide any contracted services, said services are to be provided at another site/location under their control, or by a third party (which may include another existing NJSPB Contractor) at other locations;
7. The Bidder shall provide its policies and procedures to ensure the inventory and control of every key issued and used in the facility's operations;
8. The Bidder shall indicate its ability to provide sex offender counseling services. If the Bidder is able to provide sex offender counseling services, the Bidder shall include a complete description of the curriculum and licensed and credentialed staff they will utilize to provide sex offender counseling services and the Bidder shall also include the K. Per-Diem, Per-Person rate for the provision of sex offender counseling services within its submitted Price Schedule;
9. The Bidder shall employ informal disciplinary procedures for minor program violations and shall assign graduated sanctions where appropriate. The Bidder shall describe their plan to respond to minor program violations in their proposal; and
10. The Bidder shall, if proposing to provide CRC Program services in Atlantic and Union Counties, include in their proposal the provision of additional office space, including available square footage, desks, chairs, computers and telephones for the use of NJSPB Division of Parole staff at each program site as outlined in RFP Section 4.14 (Additional Office Space at CRC Programs in Atlantic and Union Counties).

The Bidder should include the following in its proposal submission:

1. The Bidder should demonstrate in its proposal ways in which it will maintain a therapeutic environment for Supervised Offenders. The bidder should demonstrate in its proposal, programming to include structure or the capacity for rewarding positive behavior in addition to punishing negative behavior;
2. The Bidder should include in the proposal a plan to address the following required services that

**will be provided to all Supervised Offenders in need of the following:**

- **Job skills, employment search and placement counseling;**
- **Life skills training for general and special needs populations;**
- **Individual, group and family services and support;**
- **Substance abuse education and referrals;**
- **Stress and anger reduction programming;**
- **Computer-supported educational and vocational programs; and**
- **Mentoring program(s);**

3. **The Bidder should include in the proposal a plan to include the following required additional services:**
  - **Food Services;**
  - **First Aid;**
  - **Transportation services; and**
  - **Linkages with community resources;**
4. **The Bidder should include a description of the curriculum for each CRC Program, a schedule listing the number of hours that each program is to be provided in a six (6) day week, and a detailed description of the allocation of staff and staff credentials that shall be assigned to provide each of these services;**
5. **The Bidder should specify the trainer providing services, the length and frequency of training and the specific staff positions that will be trained in each area;**
6. **The Bidder should include in its proposal a written plan for a quality assurance program for Supervised Offender care.**
7. **The Bidder should include job descriptions within their proposal; and**
8. **The Contractor should provide a written plan to the NJSPB on providing access to community based medical services for Supervised Offenders participating in the CRC Program and a listing of each site, such as any hospital emergency rooms, other medical facilities, or Federally Qualified Health Centers (FQHC) in the area of the CRC Program.**

#### **11.11.3.3 CONTRACT SCHEDULE**

The Bidder should include a contract schedule. If key dates are a part of this RFP, the Bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

The Bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of Gantt, PERT or other charts is at the option of the Bidder.

#### **11.11.3.4 MOBILIZATION AND IMPLEMENTATION PLAN**

It is essential that the NJSPB move forward quickly to have the contract in place. Therefore, the Bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award on or about December 17, 2014.

Such mobilization and implementation plan should include the following elements:

- a. A detailed timetable for the mobilization and implementation period of thirty (30) calendar days. This timetable should be designed to demonstrate how the Bidder will have the contract up and operational from the date of notification of award. This transition phase shall be for a period of up to ninety (90) calendar days, not to exceed the program start date of on or about March 1, 2015;
- b. The Bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the Bidder's mobilization and implementation of the contract within this time period;

**NOTE:** The Bidder should clearly identify management, supervisory and other key staff that will be assigned only during the mobilization and implementation period.

- c. The Bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period;
- d. The Bidder's plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date; and
- e. The Bidder's plan for the use of Subcontractor(s), if any, on this contract. Emphasis should be on how any Subcontractor identified will be involved in the mobilization and implementation plan.

#### **11.11.3.5 POTENTIAL PROBLEMS**

The Bidder should set forth a summary of any and all problems that the Bidder anticipates during the term of the contract. For each problem identified, the Bidder should provide its proposed solution.

#### **11.11.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications and capabilities to perform the services required by this RFP. This section of the proposal must minimally contain the information identified below.

##### **11.11.4.1 LOCATION**

The Bidder should include the exact address of the Bidder's office where responsibility for managing the contract will take place. The Bidder should include the telephone number and name of the individual to contact.

#### **11.11.4.2 ORGANIZATION CHARTS**

- a. **Contract-Specific Chart.** The Bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.
- b. **Chart for Entire Firm.** The Bidder should include an organization chart showing the Bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the Bidder's overall organizational structure.

#### **11.11.4.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- The individual's previous experience in completing each similar contract;
- Beginning and ending dates for each similar contract;
- A description of the contract demonstrating how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP; and
- With respect to each similar contract, the name and address of each reference together with a person to contact for a reference check and a telephone number.

The Bidder should include copies of all degree(s), license(s), certification(s) and/or authorization(s) to provide Supervised Offender care for all staff identified by the Bidder as being assigned to the Program.

The Bidder should provide detailed resumes for each Subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is designated to perform. When a Bidder submits resumes pursuant to this paragraph, the Bidder shall redact the social security numbers, home addresses, personal telephone numbers and any other personally identifying information other than the individual's name from the resume.

#### **11.11.4.4 BACKUP STAFF**

The Bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the Bidder must hire management, supervisory and/or key personnel if awarded the contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

#### **11.11.4.5 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE**

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate

to the ability of the firm to complete the services required by this RFP. For each such contract, the Bidder should provide two names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The Bidder should provide documented experience to demonstrate that each Subcontractor has successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's proposal. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

#### **11.11.4.6 FINANCIAL CAPABILITY OF THE BIDDER**

In order to provide the NJSPB with the ability to judge the Bidder's financial capacity and capabilities to undertake and successfully complete the contract, the Bidder shall submit certified financial statements which include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year. If certified financial statements are not available, the Bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Bidder as of, and for, the periods presented in the statements. In addition, the Bidder should submit a bank reference.

If the information is not supplied with the proposal, the NJSPB may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the NJSPB may deem the proposal non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. A Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the proposal.

The NJSPB reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

#### **11.11.5 PRICE SCHEDULE/SHEET**

The Bidder must submit its pricing using the format set forth in the NJSPB-supplied price sheet/schedule(s) accompanying this RFP. Failure to submit all information required will result in the proposal being considered non-responsive. Each Bidder is required to hold its prices firm through issuance of contract.

The Bidder shall include in their proposal a breakdown of all costs required to provide services as indicated in the Price Schedule, along with explanatory details for each budget line item. Administrative Expenses shall be itemized and accompanied by a detailed explanation of the basis for such expenses and a copy of any Indirect Cost Agreements with Federal or State agencies as may be applicable.

**As the rate of reimbursement for services provided under price lines M, N, O and P have been established by the NJSPB, the Bidder does not have to provide a breakdown of costs with respect to these four price lines. However, the Bidder should reflect the price lines and costs as indicated on page 110 of the Price Schedule when submitting the price schedule/sheet with their proposal.**



#### **11.11.5.1 DELIVERY COSTS**

Unless otherwise noted elsewhere in the RFP, all prices for items in proposals shall be submitted Freight on Board (F.O.B.) Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the NJSPB.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at Contractor's convenience when a single shipment is ordered. The weights and measures of the NJSPB shall govern.

#### **11.11.5.2 C.O.D. TERMS**

C.O.D. terms are not acceptable as part of a proposal and will be cause for rejection of a proposal.

#### **11.11.5.3 CASH DISCOUNTS**

Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest proposal.

- a. Discount periods shall be calculated starting from the next business day after the NJSPB has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

## **12.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **12.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP (which also includes the State of NJ Standard Terms and Conditions), addenda to this RFP, the Contractor's proposal, any best and final offer and the NJSPB's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of this RFP take precedence over the State of NJ Standard Terms and Conditions accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the State of NJ Standard Terms and Conditions and any addendum to this RFP, the addendum to this RFP shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the Bidder's proposal, the RFP and/or the addendum to this RFP shall govern.

### **12.2 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of **three (3)** years. The anticipated "Contract Effective Date" is estimated to be March 1, 2015. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for all or part of **two (2)** one-year periods, by the mutual written consent of the Contractor and the NJSPB at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

### **12.3 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 180 calendar days beyond the expiration date of the contract.

### **12.4 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the Contractor and the NJSPB.

### **12.5 AVAILABILITY OF FUNDS**

The Contractor shall recognize and agree that both the initial provision of funding and the continuation of such funding under the contract is expressly dependent upon the availability to the NJSPB of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the NJSPB to make any payment under the contract or to observe and perform any condition on its part to be performed under the contract as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the contract by the NJSPB or an event of default under the contract and the NJSPB shall not be held liable for any breach of the contract because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the NJSPB beyond the duration of the

award period set forth in the contract and in no event shall the contract be construed as a commitment by the NJSPB to expend funds beyond the termination date set in the contract.

## **12.6 CONTRACTOR RESPONSIBILITIES**

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

## **12.7 SUBSTITUTION OF STAFF**

The Contractor shall forward a request to substitute staff to the NJSPB for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the NJSPB.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

## **12.8 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the State of NJ Standard Terms and Conditions accompanying this RFP.

The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the NJSPB for consideration. If the NJSPB approves the request, the NJSPB will advise the Contractor, in writing, of its determination. No substituted or additional Subcontractors are authorized to begin work until the contractor has received written approval from the NJSPB.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its proposal.

## **12.9 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon thirty (30) calendar days' notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the proposal. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its proposal, then the Background IP owned by the Bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon contract award, the Bidder or Contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the Bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the contract.

## **12.10 NEWS RELEASES**

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the NJSPB.

## **12.11 ADVERTISING**

The Contractor shall not use the NJSPB's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the NJSPB.

## **12.12 LICENSES AND PERMITS**

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the NJSPB with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its proposal.

## **12.13 SECURITY AND CONFIDENTIALITY**

### **12.13.1 DATA CONFIDENTIALITY**

### **12.13.2 SECURITY STANDARDS**

1. Network Security: The Contractor shall maintain the Contractor's network security that – at a minimum – includes: network firewall provisioning, intrusion detection and prevention, vulnerability assessments and regular independent third party penetration testing. The Contractor shall maintain network security that conforms to one of the following:
  - A. Current standards set forth and maintained by the National Institute of Standards and Technology (NIST), including those at: <http://web.nvd.nist.gov/view/ncp/repository>  
Or
  - B. Any recognized comparable security standard that the Contractor then applies to its own infrastructure and is approved by the NJ Office of Information Technology (NJOIT). Industry standards such as ISO 27002, PCI Data Security Standard and ISF Standard of Good Practice, align with security best practices from SANS and CISecurity.
- The Contractor shall be subject to the same security and infrastructure review processes that are required by NJOIT and its partner Departments and Agencies. The Contractor shall submit relevant documentation and participate in the System Architecture Review (SAR) process.
- For “outsourced hosting services”, the Contractor must demonstrate the ability to not only secure the physical application infrastructure utilizing the above mentioned security requirements, but also control and secure physical access to the application hosting facilities, the racks supporting network infrastructure and processing server equipment, web, application and database servers.
- If the Contractor is not supplying “dedicated” hardware resources to host State of New Jersey applications and data, the Contractor must demonstrate its strategy to maintain application and/or stack isolation using commercially available security devices to maintain security zones, routing isolation and access control to infrastructure devices and access/security logging (AAA) within its infrastructure.
- The Contractor shall provide a detailed system design document showing a Network Plan, Disaster Contingency Plan and Security Plan. Logical and physical diagrams are required.
2. Application Security: The Contractor at a minimum shall run application vulnerability assessment scans during development and system testing. Vulnerabilities shall be remediated prior to production release.
  1. All systems and applications shall be subject to Vulnerability Assessment scans on a regular basis.
3. Data Security: The Contractor at a minimum shall protect and maintain the security of data in accordance with generally accepted industry practices and to the standards and practices required by NJOIT.
  - Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)). Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)).
  - Data usage, storage, and protection is subject to any applicable regulatory requirements, including those for HIPAA (Health Insurance Portability and Accountability Act), and PII (Personally Identifiable Information), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075) and the New Jersey State tax confidentiality statute, as amended, N.J.S.A. 54:50-8, Payment Card Industry (PCI) Data Security Standard, State of New Jersey Identity Theft

4. **Data Transmission:** The Contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor shall encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.
5. **Data Storage:** All data provided by the State of New Jersey or gathered by the Contractor on behalf of the State of New Jersey must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the NJSPB. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the NJSPB.
6. **Data Scope:** All provisions applicable to data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.
7. **Data Re-Use:** All State provided data shall be used expressly and solely for the purposes enumerated in the contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the NJSPB.
8. **Data Breach: Unauthorized Release Notification:** The Contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor shall assume responsibility for informing the NJSPB and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.
9. **End of Contract Data Handling:** Upon termination of this contract the Contractor shall erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT ([www.nj.gov/it/ps](http://www.nj.gov/it/ps)) and certify in writing that these actions have been complete within thirty (30) days of the termination of this contract or within seven (7) days of the request of an agent of the State whichever shall come first.
10. **Security Audit:** The Contractor must allow State assigned staff full access to all operations for security inspections and audits which may include reviews of all issues addressed in description of the security approach and willingness to enter into good faith discussions to implement any changes.

### **12.13.3 SECURITY PLAN**

The Contractor must provide a security plan. The document shall describe the administrative, physical, technical and systems controls to be used by the system and/or services. The Contractor's security plan must, at a minimum, provide security measures for the following areas:

- Facilities Physical Security
- System Security
- System Data Security
- Administrative and Personnel Security

The security plan shall provide for review of the Contractor's operations and control system. The Contractor shall have the capability to detect and report attempted unauthorized entries into the facility and system. All security requirements for the Contractor apply to development, testing, production and backup systems.

The Contractor shall provide a summary overview of the security document and describe how it has been incorporated into a larger security program for automated data processing. In the plan, the Contractor shall highlight security features of the system.

In addition, the security plan shall identify and define:

- Regulations and security requirements – how the Contractor will address security requirements such as PCI, HIPAA, FISMA and etc.
- System, Administrative and Personnel Security - the security responsibilities of and supervision required for information owned and / or operated by the Contractor. Security responsibilities include responsibilities for administration of the infrastructure, implementing or maintaining security and the protection of the confidentiality, integrity, and availability of information systems or processes.
- Workforce Security - the control process for hiring and terminating of Contractor's employees, and method used for granting and denying access to the Contractor's network, systems and applications. Identify and define audit controls when employment of the employee terminates.
- Role based security access – the products and methods for role based security and access to the Contractor's infrastructure and access to the State's infrastructure.
- Password Management – the appropriate password management controls to meet defined regulation or security requirements.
- Logging / Auditing controls – the Contractor's audit control methods and requirements.
- Incident Management – the methods for detecting, reporting and responding to an incident, vulnerabilities and threats.
- Vulnerability / Security Assessment – the products and methods used for scanning Contractor's infrastructure for vulnerabilities and remediation of the vulnerabilities. Identify and define methods used for initiating and completing security assessments.
- Anti-virus / malware controls – the products and methods for anti-virus and malware controls that meet industry standards. It shall include policy statements that require periodic anti-viral software checks of the system to preclude infections and set forth its commitment to periodically upgrade its capability to maintain maximum effectiveness against new strains of software viruses.
- Firewall – the products and methods for firewall control process and intrusion detection methodology.
- Database – the products and methods for safeguarding the database(s).
- Server and infrastructure – the products and methods for "hardening" of the hardware' operating systems.
- Transmission - the products and methods on how its system addresses security measures regarding communication transmission, access and message validation.
- Data Integrity – the products and methods on the integrity of all stored data and the electronic images, and the security of all files from unauthorized access. The Contractor must be able to provide reports on an as-needed basis on the access or change for any file within the system.

## **12.14 CLAIMS AND REMEDIES**

### **12.14.1 CLAIMS**

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### **12.14.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the NJSPB of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the NJSPB.

### **12.14.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS**

In the event that the Contractor fails to comply with any material contract requirements, the NJSPB may take steps to terminate the contract in accordance with the State of NJ Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

### **12.15 LATE DELIVERY**

The Contractor must immediately advise the NJSPB of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

### **12.16 LIQUIDATED DAMAGES**

The NJSPB may assess liquidated damages against the Contractor if the Contractor fails to obtain and/or maintain either ACA or CARF Accreditation within eighteen (18) months of contract award.

Liquidated damages may immediately be assessed by the NJSPB each time any of the following events occurs due to an act or omission of the Contractor to the extent that such event (or the effects thereof) could have been avoided or mitigated by due diligence and use of reasonable efforts by the Contractor. No notice to the Contractor is required before liquidated damages may be assessed under this section.

<b><u>Performance Area</u></b>	<b><u>Event</u></b>	<b><u>Liquidated Damages</u></b>
<b>Facility</b>	<b>Accreditation</b> (I.e. failure to obtain and/or maintain either ACA or CARF accreditation within 18 months of contract award)	<b>\$200 per day from date of NJSPB notice</b>

The NJSPB reserves the right to impose both the individual amounts as detailed above, and the use of population control mechanisms, such as: cessation of referrals to, diversion of movement from, and transfers out of, any/all Supervised Offender populations compensated by the NJSPB

### **12.17 POPULATION MOVEMENTS**

The NJSPB reserves the right to direct and control the movement of all Supervised Offenders assigned to the Contractor's program facility, at its sole discretion, and as needed.



## **12.18 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The Contractor shall allow for flexibility to add additional programs and/or services as required by the NJSPB, uncovered through the due diligence of interaction with the Supervised Offender population, or as mandated by statutory or administrative regulations. Additional programs and/or services may include, but not be limited to, entering into partnerships/collaborations with other entities including existing NJSPB contracted agencies providing offender services (e.g. University Correctional Health Care of Rutgers University and NJLWD contracted Parolee Employment and Placement Program Providers) to serve the NJSPB Supervised Offender population. In addition, the submission of grant applications for funding of enhanced programs and/or services may be explored by the NJSPB. All such proposals for expansion of services shall be submitted, in writing, to the NJSPB for review and approval.

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the NJSPB.

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the NJSPB. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed, broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

No additional work and/or special project may commence without the written approval of the NJSPB. In the event the Contractor proceeds with additional work and/or special projects without the NJSPB's written approval, it shall be at the Contractor's sole risk. The NJSPB shall be under no obligation to pay for work performed without the written approval of the NJSPB.

## **12.19 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS**

The State of NJ Standard Terms and Conditions provide the contractual terms between the State and the Contractor with the exception of RFP Sections 12.19.1, 12.19.2, 12.19.3, 12.19.3.1, 12.19.3.2 and 12.19.3.3 listed below. All references to the Director of the NJ Department of Treasury, Division of Purchase and Property within the State of New Jersey Standard Terms and Conditions shall be replaced with the NJSPB.

### **12.19.1 INDEMNIFICATION**

Section 4.1 of the State of NJ Standard Terms and Conditions is supplemented with the following:

#### **4.1 Indemnification**

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under the contract caused by negligence or willful misconduct of the Contractor;
2. The Contractor's breach of its obligations of confidentiality; and
3. Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the State of NJ Standard Terms and Conditions.

The Contractor shall not be liable for special, consequential, or incidental damages.

#### **12.19.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE**

Section 4.2 of the State of NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the contract. The insurance shall be in the amount of not less than \$2,500,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

#### **12.19.3 CONTRACT TERMINATION**

The NJSPB may terminate the proposed Contract under the provisions contained within Section 5.7 of the State of NJ Standard Terms and Conditions.

##### **12.19.3.1 TERMINATION BY THE CONTRACTOR**

The Contractor may terminate the proposed contract upon ninety (90) calendar days' written advance notice to the NJSPB. Notice shall be delivered, in writing, according to RFP Section 15.3 (Notices). The Contractor shall be subject to a final audit as set forth in Section 10.2 (Audit Requirements).

### **12.19.3.2 TERMINATION FOR CONTRACTOR BANKRUPTCY**

The Contractor shall inform the NJSPB, in writing, of its intention to file a petition for bankruptcy at least ten (10) calendar days prior to filing such a petition.

A Contractor's filing without conforming to this requirement shall be deemed a material pre-petition incurable breach.

In the event of the filing of a petition for bankruptcy, reorganization or liquidation pursuant to any chapter of the Bankruptcy Code, Title 11 U.S.C., the NJSPB shall have the right to terminate the contract under Section 12.19.3.2 (Termination for Contractor Bankruptcy). In the event of termination for Contractor bankruptcy, the Contractor shall cooperate and assist the NJSPB to the fullest extent possible to re-establish prison or jail services and medical services as quickly as possible for those Supervised Offenders who cannot be maintained under general parole supervision or placed into another specialized program operated by the NJSPB.

### **12.19.3.3 EFFECT OF CONTRACT TERMINATION**

Upon termination of the contract for any reason, (i) the Contractor shall be subject to a final program audit by the NJSPB pursuant to Section 6.3 (Program Audits, Inspections and Visitations); (ii) the NJSPB shall transfer all Supervised Offenders from each contracted facility or facilities.

### **12.20 ELECTRONIC PAYMENTS**

With the award of this contract, the successful vendor(s) will be required to receive their payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, complete and return the "Credit Authorization Agreement for Automatic Deposits (ACH Credits)" Form with an **original voided check or bank letter**. The form must include ABA number (routing or transit number), bank account number and if the bank account is a checking or savings account. The form and instructions are located on the Office of Management & Budget's website at: <http://www.state.nj.us/treasury/omb/forms/index.shtml>. The completed form along with the required voided check or bank letter should be mailed or faxed to: Department of the Treasury, Office of Management and Budget, PO Box 221, 6TH Floor – Room 674, Trenton, N.J. 08625-0221; fax: (609)-984-5210. To assist in identifying payments, the State offers vendors access to the Vendor Payment Inquiry web application (VPI) which offers check stub information online. Contact the State of New Jersey at [AAIUNIT@treas.state.nj.us](mailto:AAIUNIT@treas.state.nj.us) to request access to this application.

### **12.21 NO LITIGATION**

The Contractor affirms that there is not now pending or threatened, to the knowledge of the Contractor, any action, suit, or proceeding to which the Contractor is or may be a party, before or by any court or governmental agency or body, which might result in any material adverse change in the Contractor's ability to perform its obligations under this contract, or any such suit or proceeding related to environmental or civil rights matters; and no labor disturbance by the employees of Contractor exists or is imminent which might materially and adversely affect Contractor's ability to perform its obligations under this contract.

### **12.22 FUTURE LEGISLATIVE MANDATES OR COURT ORDERS**

The Contractor shall assume all duties associated with any new laws, regulations, licensure or certification requirements or court orders that affect the CRC Program.

Any licensure and/or certification requirements regarding the CRC Program may result in the transfer of direct obligations under the contract from the NJSPB to the State agency responsible for granting said licensure and/or certification.

### **12.23 RECORD RETENTION**

Financial records, supporting documents, statistical records, and all other records pertinent to the contract shall be retained for a period of seven (7) years, with the following qualifications:

- A. If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- B. Records for non-expendable property acquired with NJSPB funds shall be retained.
- C. The retention period starts from the date of submission of the final expenditure report or for contracts that are renewed annually, from the date of submission of the annual financial report.
- D. In accordance with N.J.A.C.17:44-2.2, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of seven (7) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

### **13.0 PROPOSAL EVALUATION**

#### **13.1 RIGHT TO WAIVE**

The NJSPB reserves the right to waive minor irregularities or omissions in a proposal. The NJSPB also reserves the right to waive a requirement provided that:

- (1) the requirement is not mandated by law;
- (2) all of the otherwise responsive proposals failed to meet the requirement; and
- (3) in the sole discretion of the NJSPB, the failure to comply with the requirement does not materially affect the procurement or the State's interests associated with the procurement.

#### **13.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE**

The NJSPB reserves the right to reject any or all proposals, or to award in whole or in part if deemed to be in the best interest of the State to do so. The NJSPB shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie proposals will be awarded by the NJSPB in accordance with N.J.A.C. 17:12-2.10.

#### **13.3 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES**

The NJSPB reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facility or facilities for performing the contract.

The NJSPB may also consult with clients of the Bidder during the evaluation of bids. Such consultation is intended to assist the NJSPB in making a contract award which is most advantageous to the State.

#### **13.4 STATE'S RIGHT TO REQUEST FURTHER INFORMATION**

The NJSPB reserves the right to request all information which may assist them in making a contract award, including factors necessary to evaluate the Bidder's financial capabilities to perform the contract. Further, the NJSPB reserves the right to request a Bidder to explain, in detail, how the proposal price was determined.

#### **13.5 PROPOSAL EVALUATION COMMITTEE**

Proposals may be evaluated by an Evaluation Committee composed of members of other State departments and agencies together with representative(s) from the NJSPB. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant(s) in an advisory role.

#### **13.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL**

After the submission of proposals, unless requested by the NJSPB as noted below, vendor contact with the NJSPB is still not permitted.

After the proposals are reviewed, one, some or all of the Bidders may be asked to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities,

informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Bidder may be required to give an oral presentation to the NJSPB concerning its proposal.

Bidders may not attend the oral presentations of their competitors.

It is within the NJSPB's discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its proposal. Action by the NJSPB in this regard should not be construed to imply acceptance or rejection of a proposal. The NJSPB will be the sole point of contact regarding any request for an oral presentation or clarification.

### **13.7 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

#### **13.7.1 TECHNICAL EVALUATION CRITERIA**

- a. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The Bidder's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the Bidder to undertake and successfully complete the technical requirements of the contract in a timely manner.
- d. Location: The Bidder's proposed location(s) for providing specific program(s) in the following counties identified by NJSPB as areas of probable need: Atlantic, Camden, Cumberland, Essex, Hudson, Mercer, Middlesex, Monmouth, Passaic and Union.

#### **13.7.2 BIDDER'S PRICE SCHEDULE**

For evaluation purposes, Bidders will be ranked according to the price line K. Per Diem, Per Person price located on the Price Schedule accompanying this RFP.

#### **13.7.3 PROPOSAL DISCREPANCIES**

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

#### **13.7.4 EVALUATION OF THE PROPOSALS**

After the Evaluation Committee completes its evaluation, it recommends to the NJSPB for award the responsible Bidder(s) whose proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process and makes a recommendation to the NJSPB. The NJSPB may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in RFP Section 13.8 (Negotiation and Best and Final Offer – BAFO) below, the NJSPB reserves the right to negotiate price reductions with the selected Bidder.

#### **13.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

After evaluating proposals, the NJSPB may enter into negotiations with one Bidder or multiple Bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Bidder or multiple Bidders. Negotiations will be structured by the NJSPB to safeguard information and ensure that all Bidders are treated fairly.

Similarly, the NJSPB may invite one Bidder or multiple Bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Bidder's original proposal will be rejected as non-responsive and the NJSPB will revert to consideration and evaluation of the Bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Bidder(s). The NJSPB may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

**Negotiations will be conducted only in those circumstances where they are deemed by the NJSPB to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Bidder.**

All contacts, records of initial evaluations, any correspondence with Bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential.

**NOTE: If the NJSPB contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each Bidder will be publicly announced at the proposal submission opening.**

#### **13.9 COMPLAINTS**

A Bidder with a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to Section 5.7.b of the State of NJ Standard Terms and Conditions accompanying this RFP may be bypassed for an award issued as a result of this RFP.

## **14.0 CONTRACT AWARD**

### **14.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD**

#### **14.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER 134) AND EXECUTIVE ORDER NO. 117 (2008)**

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the means of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Division of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the NJSPB with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the NJSPB, the Certification and Disclosure(s) within five (5) business days of the NJSPB's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division's website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee with the Notice of Intent to Award.

#### **14.1.2 SOURCE DISCLOSURE REQUIREMENTS**

Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the NJSPB shall be performed within the United States, except when the NJSPB certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance Within U.S. of the State of NJ Standard Terms and Conditions.

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form accompanies the subject RFP. FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE NJSPB SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. The NJSPB shall determine whether sufficient justification



has been provided by the Bidder to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the State Treasurer.

#### **14.1.2.1 BREACH OF CONTRACT**

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the contract, the Contractor or Subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract. Such contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the State of NJ Standard Terms and Conditions, unless such shift in performance was previously approved by the NJSPB.

#### **14.1.3 AFFIRMATIVE ACTION**

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

#### **14.1.4 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. (Refer to Section 11.11.2.1 (Business Registration) of this RFP for further information.)

#### **14.2 FINAL CONTRACT AWARD**

Contract award[s] shall be made with reasonable promptness by written notice to that responsible Bidder(s), whose proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all proposals may be rejected when the NJSPB determines that it is in the public interest to do so.

#### **14.3 PROCESS FOR APPEAL**

Bidders shall have ten (10) business days following receipt of notice from the NJSPB in which to appeal award decisions. All appeals shall be in writing and addressed to the attention of Mr. Leonard Ward, Director, Divisions of Parole and Community Programs, NJSPB, P.O. Box 862, Trenton, NJ 08625. Appeals shall be reviewed and responded to, in writing, within ten (10) business days after the close of the ten (10) business day appeal period.

#### **14.4 INSURANCE CERTIFICATES**

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured. Refer to Section 4.2 of the State of NJ Standard Terms and Conditions accompanying this RFP.

## **15.0 MISCELLANEOUS**

### **15.1 EXERCISE OF RIGHTS**

A failure or delay on the part of the NJSPB in exercising any right, power or privilege under this contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or any other right, power or privilege.

The Contractor agrees to send copies of any and all documents, which have been filed in any lawsuit naming the Contractor and/or its employees, which concern the obligation of the contractor under this contract to the NJSPB. The Contractor shall also provide notice of any claim, threat of suit, pre-suit documents or pleadings to the NJSPB.

The Contractor shall not waive, release, or otherwise forfeit any possible defense the NJSPB may have regarding claims arising from or made in connection with the operation of the facility or facilities by the Contractor without the consent of the NJSPB. The Contractor shall preserve all such available defense and cooperate with the State to make such defense available to the maximum extent allowed by law.

Nothing herein is intended to deprive the NJSPB of the benefits of any law limiting exposure to liability and/or setting a ceiling on damages, or any laws establishing defense (s) for the NJSPB.

### **15.2 SOVEREIGN IMMUNITY**

The sovereign immunity of the NJSPB shall not apply to the Contractor nor any Subcontractor, agent, employee, or insurer of the Contractor. Neither the Contractor nor any Subcontractor, agent, employee, or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performances of or failure to perform any responsibility or duty under this contract.

### **15.3 NOTICES**

All official notices shall be hand-delivered or sent certified mail, return receipt requested to:

**State:** Chairman, New Jersey State Parole Board and/or designee  
**Contractor:** Chief Executive Officer

The notice shall be deemed to be received on the date of the hand-delivery or on the third (3<sup>rd</sup>) day after mailing via certified mail.

# **Exhibit A**

## ***Contracted Provider Employment Submission Form***



CHRIS CHRISTIE  
GOVERNOR

KIM GUADAGNO  
LT. GOVERNOR

*State of New Jersey*  
**NEW JERSEY STATE PAROLE BOARD**  
P.O. BOX 862  
TRENTON, NEW JERSEY 08625  
TELEPHONE NUMBER: (609) 292-4257

JAMES T. PLOUSIS  
CHAIRMAN

SAMUEL J. PLUMERI, JR.  
VICE-CHAIRMAN

**COMMUNITY PROGRAMS DIVISION**  
**CONTRACTED PROVIDER OFFER OF EMPLOYMENT SUBMISSION FORM**

This original form is to be completed by the applicant and the contracted service provider in its entirety, with all necessary documentation attached as required. The program Director's signature is required under Section 1 – Provider Certification prior to submission to the NJSPB. **The Contractor will be requested to resubmit incomplete applications. Further, applicants who have served a sentence or are under probation or parole supervision must not be hired until the individual has been released from the aforementioned for a minimum of 3 years.**

*Section 1 - Provider Certification*

We, \_\_\_\_\_ (name of Contractor) attest that the person listed below has provided full and satisfactory proof of their identity, that s/he has submitted a complete and truthful employment application, and that a **full criminal history background check** has been completed.

**NOTE:** A **full criminal history background check** should include a Federal Criminal National Record Search, New Jersey CCH Criminal History Record Search, SSN Trace & Address Locator Search, County Criminal Record Search, NCIC Wanted Person Check and DMV Status and History Record.

Name of Program Director (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Complete Section II Below

Attach legible copies of:

Social Security Card  
Current Driver's License  
Government Issued Photo Identification

**NOTE:** It is recommended that copies be enlarged to 150% to make them more legible.

It is understood that the New Jersey State Parole Board, Office of Professional Standards, will verify from the information provided that the subject/applicant is not precluded from employment due to one or more of the following reasons:

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- A. Currently under any form of criminal justice supervision.
  - B. Has been under any form of criminal justice supervision within the past **3 years**.
  - C. Has completed a sentence for a felony conviction within the past **3 years**.
  - D. Has been convicted for 'index offenses' (Murder, Rape, Robbery, Burglary, Aggravated Assault, Larceny over \$50, Motor Vehicle Theft and Arson), and all sexual offenses enumerates below.
- Applicants with a documented history of convictions per these offenses will be excluded from employment on all NJSPB contracts.

**\*\*A conviction, adjudication of delinquency, or acquittal by reason of insanity for aggravated sexual assault; sexual assault; aggravated criminal sexual contact; kidnapping pursuant to paragraph (2) of subsection c. of N.J.S.2C:13-1; endangering the welfare of a child by engaging in sexual conduct which would impair or debauch the morals of the child pursuant to subsection a. of N.J.S.2C:24-4; endangering the welfare of a child pursuant to paragraphs (3) or (4) or subparagraph (a) of paragraph (5) of subsection b. of N.J.S.2C:24-4; luring or enticing pursuant to section 1 of P.L.1993, c.291 (C.2C:13-6); criminal sexual contact pursuant to N.J.S.2C:14-3b. if the victim is a minor; Kidnapping pursuant to N.J.S.2C:13-1, criminal restraint pursuant to N.J.S.2C:13-2, or false imprisonment pursuant to N.J.S.2C:13-3 if the victim is a minor and the offender is not the parent of the victim; knowingly promoting prostitution of a child pursuant to paragraph (3) or paragraph (4) of subsection b. of N.J.S.2C:34-1; or an attempt to commit any of these enumerated offenses if the conviction, adjudication of delinquency or acquittal by reason of insanity is entered on or after the effective date of this act or the offender is serving a sentence of incarceration, probation, parole or other form of community supervision as a result of the offense or is confined following acquittal by reason of insanity or as a result of civil commitment on the effective date of this act.**

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## Section 2 - Applicant Information

NAME \_\_\_\_\_ DOB \_\_\_\_\_  
 LAST FIRST MIDDLE MONTH DAY YEAR

RACE \_\_\_\_\_ SEX \_\_\_\_\_ SOCIAL SECURITY # \_\_\_\_\_

AKA (IF APPLICABLE) \_\_\_\_\_ MAIDEN NAME \_\_\_\_\_

COLOR EYES \_\_\_\_\_ COLOR HAIR \_\_\_\_\_ PLACE OF BIRTH \_\_\_\_\_  
 CITY STATE COUNTRY

PRESENT ADDRESS \_\_\_\_\_ TOWN/CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

DRIVER'S LICENSE# \_\_\_\_\_ STATE ISSUED \_\_\_\_\_

PROGRAM NAME \_\_\_\_\_

POSITION \_\_\_\_\_ ANTICIPATED DATE OF HIRE \_\_\_\_\_

HOURS \_\_\_\_\_ DAYS \_\_\_\_\_

(Upon completion of this form, please forward to: **Renea Rostas**, New Jersey State Parole Board, Community Programs Division, P.O. Box 862, Trenton, NJ 08625.

## Section 3 – Office of Professional Standards Review

The application has been researched and the results are attached to this document.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

Please provide results to: Leonard Ward, Director, Divisions of Parole and Community Programs.

# **EXHIBIT B**

## **SCHEDULE A: TELECOMMUNICATIONS**

## **A TELECOMMUNICATIONS**

The following represents the minimum requirements that a lessor must provide as part of the fit out for the State space. Please refer to the Scope of Work (SOW) that will identify requirements greater than this portion of "Schedule A".

### **1. Telecommunications Closet**

- a. The lessor shall provide a Main Distribution Frame (MDF) room also known as the building's main demark. This is a closet/room where all street service is terminated for all tenants of the building. This includes both copper and fiber connections.
- b. On each floor the State is a tenant, a secured room exclusively for the sole use of the State shall be constructed. This room is known as the Intermediate Distribution Frame (IDF). Each IDF shall be located in the best location suitable to the State's operation and in consideration to the buildings footprint. IDF's ideally shall be vertically stacked throughout a building directly above or below the MDF (when possible) and core drills/conduits must be installed between each. (Core drills/conduits are normally 4" round and one extra shall be provided beyond the initial installation for the State's future wiring needs.) In addition, fire stopping must be installed and maintained by the lessor throughout the lease term. (For large buildings, another item to consider in the placement of the IDFs is that there is a maximum distance limitation on the wiring of 328' that includes both the horizontal and vertical distance from the patch panels to workstation/office terminations which may require the IDF to be centrally located.)
- c. One of the IDF's will serve as the State's Main Telecommunication Closet (MTC). Within this room, the street service from the MDF for both copper and fiber must be extended to enable all the State's equipment to run securely from other tenants within the building. (In some cases where the State is the sole tenant of a single story building the MDF may serve as the State's MTC and the IDF.) This room and the IDF's will require supplemental 24/7 cooling. A 2 ton unit is required to provide adequate cooling for the MTC. IDF's require 1 – 1.5 tons of cooling. Maintenance of all unit(s) is the responsibility of the lessor.
- d. From the street service to the State's MTC the lessor must provide sufficient copper pair counts as required by the State, including minimally 20% additional capacity for future use by the State. Also, one 6 strand of single mode fiber must be run from the street to the MTC. The fiber will be terminated in Closet Connector Housings (CCH) with LC standard patch panels. A 25ft. service loop shall be left properly supported above the rack mounted interconnect housing. (The State understands that not all buildings are located where fiber exists in the street currently. If access to street service is easily accessible, we still require that fiber be installed so that the State can take advantage of this technology once it becomes available. If this requirement is difficult to install, please list it as an item omitted in your proposal.)
- e. Both the MDF and each IDF shall have three (3) walls lined horizontally with ¾" thick fire rated plywood. (DPMC will direct which walls require plywood.) The plywood shall start 30" above the VCT floor and go 78" high. If the plywood is painted, the manufactures fire rating label must not be painted and should be plainly visible after patch panels and the State's equipment is installed. Attached to the plywood shall be a minimum ¼" square x 2" high by 10" long solid copper bus bar with ¼" stud holes for standard size lugs grounded to a separate building ground utilizing a number 6 gauge wire. The maximum resistance to ground shall be 3 Ohms or less. Each rack installed shall be grounded to this bus bar. (Grounding shall be done in accordance with ANSI-J-STD-607-A-2002 and all other codes.)



- f. The MDF and IDF rooms shall be provided with sufficient quantities of wire management devices; such as racks, cable trays/ladders, D-rings, jumper wire, brackets, bridging clips, spools, etc., to assure a neat and orderly cable and wire paths throughout the installation. Lessor shall provide and install all of the distribution conduits and the related sleeves necessary for complete installation of the low voltage requirements. All components should be new and of first quality. They need to meet all NEC, ANSI, EIA and TIA requirements as well as be listed by UL.

## 2. Risers/Backbone

Between the MTC and each IDF's, at a minimum, a six (6) strand of 50/125 OM3 fiber must be installed. The State may require Riser rated fiber or Armored Plenum rated fiber depending on the building infrastructure. Six 4 pair Cat 6A riser wires for data communication must also be installed. In addition, between the MTC and each IDF, four pairs of Cat 3 riser wire must be installed for each voice termination on the floor plus an additional 20% for future use. The fiber shall be terminated on a lessor supplied 19" x 72" rack at the top position utilizing a CCH with LC standard patch panels. A 25ft. service loop shall be left properly supported above the rack mounted interconnect housing. A 6 port 110/RJ45 patch panel for Cat 6A wires must be provided in the same rack in the 2nd position from the top. A patch panel must be provided for voice in the IDF (or MTC as defined in Section 1, paragraph c) in the third position. All Cat3 wiring for voice must be terminated on the patch panel using the 110 termination. In existing facilities where current voice circuits are terminated on wall mounted wiring blocks (66 or 110 style), the existing circuits shall be extended to a 19" rack mounted patch panel (with eight pin modular ports RJ-45 type) to allow cross connection of circuits to station cable patch panels through the use of standard RJ-45 to RJ-45 style patch cords. Each voice pair shall terminate onto pins 4&5 of the patch panel. In facilities where new voice cable (risers or backbone) is to be installed into the wiring closet, all new voice circuits shall be terminated directly onto a 19" rack mounted patch panel (with eight pin modular ports RJ-45 type) to allow cross connection of circuits to station cable patch panels through the use of standard RJ-45 to RJ-45 style patch cords. Each voice pair shall terminate onto pins 4&5 of the patch panel.

Again, these are the minimum requirements. Larger offices or a more highly technical use may require the installation of additional wiring which would be at the lessor's expense and would be identified within the SOW.

## 3. Workstation/Office Wiring

- a. All wiring to office and workstations locations shall be four (4) pair Unshielded Twisted Pair (UTP), Category 6 (22-24 AWG) cable or Cat6A cable with legible color coding of conductors. Cat 6 cable must exceed 250 Mhz usable bandwidth/extended headroom beyond the ANSI/TIA 568-C.2 Category 6 and ISO 11801 2nd Edition Class E standards. Plenum rated wiring is only required with plenum ceilings and the wiring does not need to run in conduits to offices and workstations unless code dictates otherwise. Voice/data wiring shall have a minimum twelve-inch (12") clearance between electrical junction boxes, light fixtures, and fan coil units. All wires in the ceiling are to be neatly bundled and suspended and shall not be closer than 6" to the ceiling tile. All wire runs shall be continuous "home runs", with no factory or field splices and shall be installed with sufficient bending radius to eliminate kink, shear, stretching or and damage to binders or conductor strands.
- b. From each IDF the lessor must run one (1) Cat 6 or Cat6A wire for voice and one (1) Cat 6 or Cat6A wire for data to all offices and workstations. Locations labeled printer or fax at the end of workstation clusters or in copier areas will require two (2) Cat 6 wires for voice and two (2) Cat 6 wires or Cat6A wires for data. (For ease of identification, wiring for voice shall be one color and the wiring for data another color.) All office and workstation wiring must have a unique cable identification label attached to within six (6) to eight (8) inches on both ends of each termination sheath so that the identifier is visible when the jack is unmounted.

- c. Wires will be terminated in sheetrock locations with flush mounted Cat 6 or CAT6A RJ45 (RJ45 refers to 8P8C) jacks utilizing double gang face plates. Workstations provide a raceway where the voice/data wiring will run adjacent to the segregated electrical harness. The lessor must terminate the wiring in “screwed” surface mounted boxes with Cat 6 RJ45 or CAT6A jacks utilizing double gang face plates. Each double gang plate needs to be clearly labeled with a single jack number which corresponds to jack number in the telephone closet and also have the telephone jack clearly labeled “voice” and the data jack clearly labeled “data”. The State will typically supply split power poles or empty power poles to workstations not located near a wall or column to enable the lessor to run the voice/data wiring from above the ceiling to the raceway. The lessor’s contractor shall use “White” or “Yellow” for voice and “Blue” for data jacks.

#### 4. Cable Terminations

Two 19” x 72” racks must be installed. One rack will be for voice circuits and the second will be for Cat6 or Cat6A data workstation/office wiring and fiber. (With small offices of under 50 people, the lessor, if approved by DPMC, will need to provide only one (1) rack to handle both voice and data needs.) In each rack, 24 or 48 110/RJ 45 port patch panels shall be installed to accommodate voice and data circuits. The Voice and Data racks must be clearly labeled to identify each service. All wiring shall be terminated on the patch panel via the 110 type termination. In cases where wiring is already delivered to an existing, wall mounted 66 block cabling must be connected from the 66 block to the 110 termination on the patch panel. The patch panels shall be labeled starting with the top left RJ 45 jack in ascending order going from the left to the right. Both the voice and data numbering shall correspond to each other for each workstation/office location and to the position on the rack patch panel. (For instance, on a 2nd floor installation the 1st jack installed is located in an office. The jack number would be 200. On the voice rack the top left RJ 45 port should be labeled 200 as well as the top left RJ 45 on data rack.) Cat6A RJ45 jacks and patch panels terminations be configured to TIA/EIA 568C.2 wiring standards to meet 10GBase-T performance.

#### 5. Testing

All Cat 6A Cabling shall be tested in two phases and meet test parameters that are specified in the TIA/EIA-568C.2 and ISO 11801 2nd Edition Standards to meet up to 10Gbase-T requirements.

In the first phase that is required for Cat6 and Cat6A cable, parameters tested include: Insertion Loss, Near End Crosstalk (NEXT), Power Sum Near End Crosstalk (PS NEXT), , Attenuation to Crosstalk Ratio – Near End (ACR-N), Power Sum Attenuation to Crosstalk Ratio-Near End (PSACR-N), Far End Crosstalk (FEXT), Attenuation to Crosstalk Ratio-Far End (ACR-F), Power Sum Attenuation to Crosstalk Ratio-Far End (PSASCR-F), Return Loss (RL), Wire Map, Propagation Delay, Delay Skew and Length. All Cat6A must be tested up to 500MHz. Cat6, Cat5e, or other cabling is tested up to 250MHz.

The second test phase will be required for all Cat6A. This phase encompasses certification of the cabling system for compliance with the Alien Crosstalk (AXTALK) performance requirements. Alien Crosstalk certification for 10GBASE-T should include sample testing of some links in a bundle to verify compliance with AXTALK test parameters.

Fiber testing must include attenuation (insertion loss) and return loss as per ANSI/TIA/EIA-526-14A Method B (Power meter light source test).

#### 6. Documentation

Lessor shall compile, provide, and submit within seven (7) calendar days after job completion an electronic medium format Testing Document containing all test results. Three (3) copies of an 1/8” scaled floor plan must

be provided and show all jack locations and numbers. In addition, a Cable Documentation sheet identifying all cable sheaths and the corresponding terminal block unique identification number for all workstation/office locations needs to be provided within fourteen (14) days after the job completion.

## 7. Warranty

Lessor shall perform all work such that the manufacturer's warranty shall be valid for the full term documented by the manufacturer. This implies that all work and testing shall be performed by certified installers. The lessor shall unless otherwise specified, unconditionally guarantee in writing the materials, equipment, and workmanship for a period of not less than the term of the lease including any renewal options. (Essentially, the lessor owns and maintains the low voltage wiring. Any additional wiring requested and paid for by the State during our occupancy still is owned by the lessor and is not required to be removed by the State upon vacating the premises.)

## 8. Quality Assurance

- a The lessor shall hire a contractor that is an authorized installer of the cabling system purchased and shall have worked satisfactorily for a minimum of five (5) years on systems of this type and size.
- b Upon request by DPMC, the lessor may be required to furnish a list of his/her telecommunication contractor references with specific information regarding type of project and involvement in providing of equipment and systems.
- c Upon request by DPMC, the lessor may be required to furnish a list of his/her telecommunication contractor references with specific information regarding type of project and involvement in providing of equipment and systems. Equipment and materials of the type for which there are independent standard testing requirements, listings, and labels, shall be listed and labeled by the independent testing laboratory.
- d Where equipment and materials have industry certification, labels, or standards (i.e., NEMA - National Electrical Manufacturers Association), this equipment shall be labeled as certified or complying with standards.
- e Material and equipment shall be new, and conform to grade, quality, and standards specified. Equipment and materials of the same type shall be a product of the same manufacturer throughout.

## **PRICE SCHEDULE INSTRUCTIONS**

The Bidder **must** provide a price for each Price Line for each program it is submitting a proposal for or the proposal will be considered non-responsive.

As the rate of reimbursement for services provided under price lines M, N, O and P have been established by the NJSPB, the Bidder does not have to provide a breakdown of costs with respect to these four price lines. However, the Bidder should reflect the price lines and costs as indicated on page 110 of the Price Schedule when submitting the price schedule/sheet with their proposal.

It is the State's intent to award multiple contracts for the CRC Program.

*A Bidder **must** submit with its Price Schedule the number of Supervised Offenders that it is proposing to provide services with respect to each program for which it is submitting a proposal.*

\*The Bidder **must** itemize Administrative Expenses and provide a detailed explanation of the basis for such expenses and a copy of any Indirect Cost Agreements with Federal or State agencies as may be applicable.

\*\* Price used to rank bids.

\*\*\*The Bidder **must** submit an all-inclusive blended hourly rate for Litigation Support services performed in fulfillment of the requirements of this RFP (see RFP Section 9.24 – Litigation Support). If the Bidder is not seeking reimbursement from the NJSPB for this service, the Bidder shall so indicate by entering \$0 on this price line.

\*\*\*The Bidder **must** submit a blended all inclusive hourly rate for additional work that may be utilized if it is proposing to perform additional work under Section 12.18 (Additional Work and/or Special Projects).

**PRICE SCHEDULE – COMMUNITY RESOURCE CENTER (CRC) PROGRAM**

***Proposed Budget for the Community Resource Center Program  
Expenses Associated with Community Resource Center (CRC) Programming.***

**A. Program Personnel Costs**

List Personnel Positions

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Staff Salaries: \$ \_\_\_\_\_

Fringe Benefits: \$ \_\_\_\_\_

Total A \$ \_\_\_\_\_

**B. Professional Fees/Contract Services**

Total B \$ \_\_\_\_\_

**C. Program Operating Costs**

Facility/Occupancy Costs \$ \_\_\_\_\_

Maintenance and Repair \$ \_\_\_\_\_

Equipment \$ \_\_\_\_\_

Utilities \$ \_\_\_\_\_

Food Service \$ \_\_\_\_\_

Telephone \$ \_\_\_\_\_

Postage \$ \_\_\_\_\_

Transportation \$ \_\_\_\_\_

Insurance \$ \_\_\_\_\_

Office Supplies \$ \_\_\_\_\_

Household Supplies \$ \_\_\_\_\_

Program Supplies \$ \_\_\_\_\_

Licenses/Permits \$ \_\_\_\_\_

Conferences/Training \$ \_\_\_\_\_

Total C \$ \_\_\_\_\_

**D. Other Costs (indicate)**

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Total D \$ \_\_\_\_\_

**E. Total Costs (A+B+C+D=)**

Total E \$ \_\_\_\_\_

**F. Administration Expenses\***

Total F \$ \_\_\_\_\_

(Itemize Each Expense) \_\_\_\_\_

**G. Grand Total Budget Costs (E+F=)**

Total G \$ \_\_\_\_\_

H. Administrative % of Grand Total Costs (F Divided by G=) \_\_\_\_\_%

I. Proposed Number of Supervised Offenders # \_\_\_\_\_

J. Proposed Per Diem Rate (100% Occupancy) (G Divided by I=) \$ \_\_\_\_\_

K. Per Diem, Per Person\*\* (G divided by I divided by 365=) \$ \_\_\_\_\_

L. Proposed Per Diem, Per Person Rate for Sex Offender Counseling Services \$ \_\_\_\_\_

M. Rate for Job Retention Case Management Following CRC Completion \$15.00 per diem per person

N. Rate for Completion of LSI-R Evaluation (Non-Full-Time CRC Participant) \$40.00 per completed evaluation

O. Rate for Completion of STABLE-2007/ACUTE 2007 and Static-99 Evaluations (Non-Full-time CRC Participant) \$50.00 per completed evaluations

P. Rate for Completion of Static-99 Evaluation (Non-Full-time CRC Participant) \$25.00 per completed evaluation

Q. Litigation Support\*\*\* (RFP Section 9.24) \$ \_\_\_\_\_ Per Hour Rate